



# Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688  
(708) 485-7344 • FAX (708) 485-4971  
[www.brookfieldil.gov](http://www.brookfieldil.gov)

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

## BROOKFIELD VILLAGE BOARD MEETING AGENDA

**Monday, November 14, 2011  
6:30 P.M.**

**Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513**

VILLAGE PRESIDENT  
Michael J. Garvey

VILLAGE CLERK  
Brigid Weber

BOARD OF TRUSTEES  
Catherine A. Colgrass-Edwards  
Ryan P. Evans  
C.P. Hall, II  
Kit P. Ketchmark  
Brian S. Oberhauser  
Michael A. Towner

VILLAGE MANAGER  
Riccardo F. Ginex

MEMBER OF  
Illinois Municipal League  
Proviso Township  
Municipal League  
West Central  
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

- I. OPENING CEREMONIES:**                      **Pledge of Allegiance to the Flag**
- II. Roll Call**
- III. Appointments and Presentations**
  - Presentation – Certificate of Appreciation, Village Church**
  - Presentation – Eagle Scout, Certificate of Achievement – Conor Moscinski**
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA**
- V. OMNIBUS AGENDA**
  - A. Approval of Minutes:** Village Board Meeting Monday, October 24, 2011; Committee of the Whole Meeting, Monday, October 24, 2011

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

## VI. REPORTS OF SPECIAL COMMITTEES

|                    |  |
|--------------------|--|
| Trustee Hall       | Chamber of Commerce  |
| Trustee Oberhauser | Conservation, Special Events   |
| Trustee Edwards    | Recreation, Plan Commission, Senior Liaison  |
| Trustee Ketchmark  | Administration, Public Safety, Zoning  |
| Trustee Towner     | Public Works, Finance <ul style="list-style-type: none"><li>○ Corporate Warrant #984</li><li>○ Recreation Warrant #262</li></ul> |
| Trustee Evans      | Beautification, Library  |
| President Garvey   | Economic Development, Brookfield Zoo, WCMC   |

## VII. New Business

- A. **Ordinance 2011- 68** -An Ordinance Cancelling the Regularly Scheduled December 26, 2011 Meeting of the Board of Trustees of the Village of Brookfield, IL
- B. **Ordinance 2011- 69** - An Ordinance Amending Chapter 22 of the Village of Brookfield Code of Ordinances by Adding thereto Section 22-6 entitled "Bail Processing Fee"
- C. **Ordinance 2011- 70** - An Ordinance Amending Section 18-146.07 of Chapter 18 of Code of Ordinances, Village of Brookfield, Illinois, Restricting Parking at Certain Times on the East Side of the 3700 Block of Prairie Avenue
- D. **Resolution 2011- 857** – A Resolution Authorizing the Execution of an Amendment to the Contract for One- and Two-Family Units of Brookfield Residential Collection and Transportation of Municipal Waste between Groot Industries, Inc. and the Village of Brookfield, IL
- E. **Resolution 2011- 858** - A Resolution Authorizing the Collection of Public, Educational, and Governmental Access Capital Fees pursuant to a non-Exclusive Cable Television Franchise Agreement between Comcast of Illinois/Indiana and the Village of Brookfield, IL
- F. **Resolution 2011- 859** – A Resolution Expressing Official Intent Regarding Certain Expenditures to be Reimbursed from the Special Tax Allocation Fund for and /or Proceeds of an Obligation Issued, if any, in Connection with a Proposed Tax Increment Financing District Commonly described as the Congress Park Redevelopment Project Area
- G. **Resolution 201-862** – A Resolution Appointing Administrative Hearing Officers to Preside at Administrative Hearings for the Village of Brookfield, IL

## VIII. Managers Report

### IX. Executive Session – Litigation and Land Acquisition

### X. New Business, continued

- A. **Resolution 2011-860** – A Resolution Determining the Estimated Property Taxes to be Levied for the 2011 Tax Year of the Village of Brookfield, IL

### XI. Adjournment

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, OCTOBER 24, 2011  
IN THE BROOKFIELD MUNICIPAL BUILDING

---

|                  |   |
|------------------|---|
| MEMBERS PRESENT: | President Michael Garvey, Trustees Catherine Edwards, Ryan Evans, C.P. Hall, Kit P. Ketchmark, Brian Oberhauser and Michael Towner. Village Clerk Brigid Weber. |
|------------------|---|

|                 |      |
|-----------------|------|
| MEMBERS ABSENT: | None |
|-----------------|------|

|               |   |
|---------------|---|
| ALSO PRESENT: | Village Manager Riccardo F. Ginex, Assistant Village Manager Keith Sbiral, Village Attorney Richard Ramello and Deputy Village Clerk Theresa Coady. |
|---------------|---|

|                 |      |
|-----------------|------|
| OTHERS PRESENT: | None |
|-----------------|------|

On Monday, October 24, 2011, President Michael Garvey called the Village Board of Trustees meeting to order at 6:34 P.M. and led the Pledge of Allegiance to the Flag.

**APPOINTMENTS AND PRESENTATIONS**

**John Quirk – Police Pension Board– Term to expire April 1, 2012**

Motion by Trustee Edwards, seconded by Trustee Hall, to reappoint John Quirk to the Police Pension Board, with a term to expire April 1, 2012. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**Louis Kucera – Term to expire April 1, 2013**

Motion by Trustee Towner, seconded by Trustee Edwards, to reappoint Louis Kucera to the Police Pension Board, with a term to expire April 1, 2013. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**PUBLIC COMMENT**

**OMNIBUS AGENDA**

**Approval of Minutes: Village Board Meeting Monday, October 10, 2011; Committee of the Whole Meeting, Monday, October 10, 2011; Special Village Board Meeting Thursday, October 13, 2011.** Motion by Trustee Towner, seconded by Trustee Evans, to approve the Omnibus Agenda of the Regular Village Board Meeting of October 24, 2011. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**REPORTS OF SPECIAL COMMITTEES**

**Finance – Trustee Towner**

**Corporate Warrant No. 983, October 24, 2011 - \$635,001.05**

Motion by Trustee Towner, seconded by Trustee Ketchmark, to approve Corporate Warrant No. 983 dated October 24, 2011, in the amount of \$635,001.05. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**Recreation Warrant No 261, October 24, 2011 - \$9,601.90**

Motion by Trustee Towner, seconded by Trustee Evans, to approve Recreation Warrant No. 261 dated October 24, 2011 in the amount of \$9,601.90. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**Public Works -**

- Veterans fountain shut down for the season**
- Leaf pickup program in effect**



#### **Chamber of Commerce – Trustee Hall**

- ☎ Business meeting scheduled for :
- ☎ Board Meeting at Library scheduled for
- ☎ Chamber After Hours scheduled for October 27 at the VFW
- ☎ Monsters on Main Street – scheduled for October 29, 2011.

#### **Conservation and Special Events – Trustee Oberhauser**

- ☎ Conservation Commission: Meeting scheduled for October 25, 2011
- ☎ Special Events: Meeting to be scheduled for early next month.

#### **Recreation, Plan Commission and Seniors Liaison - Trustee Edwards**

- ☎ Recreation: Board Meeting
- ☎ Plan Commission:
- ☎ Senior Liaison
- ☎ October 29<sup>th</sup> – Take Back Drugs Day at Brookfield PD 10 a.m. to 2 p.m.

#### **Administration, Public Safety, Zoning – Trustee Ketchmark**

- ☎ Administration: No Report
- ☎ Public Safety: No Report
- ☎ Zoning: No pending cases.

#### **Beautification and Library – Trustee Evans**

- ☎ Beautification: Project NICE attended by about 50 people who attended to projects around the Village.
- ☎ Library: Library Board meeting scheduled for October 26, 2011 at the Library.

#### **Economic Development, Zoo and WCMC - President Garvey**

- ☎ WCMC: Monitoring of certain bills before the house currently that potentially could affect income to the Village.
- ☎ Economic Development: TIF meeting scheduled for October 28, 2011 at Village Hall
- ☎ Zoo: No updates.

#### **NEW BUSINESS**

##### **Ordinance 2011-64 – An Ordinance Amending Chapter 3 of the Village of Brookfield Code of Ordinances to Create an Additional Class 8 Liquor License**

Motion by Trustee Edwards, seconded by Trustee Evans, to approve Ordinance 2011-64 – An Ordinance Amending Chapter 3 of the Village of Brookfield Code of Ordinances to Create an Additional Class 8 Liquor License. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

##### **Ordinance 2011-65 – An Ordinance Amending Section 18-139 of Chapter 18 of the Code of Ordinances, Village of Brookfield, Illinois, to Prohibit Parking at Certain Locations in the Hollywood Subdivision of the Village of Brookfield, Illinois**

Motion by Trustee Ketchmark, seconded by Trustee Edwards, to approve Ordinance 2011-65 – An Ordinance Amending Section 18-139 of Chapter 18 of the Code of Ordinances, Village of Brookfield, Illinois, to Prohibit Parking at Certain Locations in the Hollywood Subdivision of the Village of Brookfield, Illinois striking paragraph No.78 and, thus, renumbering paragraphs 79 through 82 accordingly. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

##### **Ordinance 2011-66 – An Ordinance Authorizing the Execution of an Intergovernmental Agreement for the Provision of Health Inspectional Services between the Village of Brookfield, Illinois and the County of Cook, Illinois**

Motion by Trustee Hall, seconded by Trustee Towner, to approve Ordinance 2011-66 – An Ordinance Authorizing the Execution of an Intergovernmental Agreement for the Provision of Health Inspectional Services between the Village of Brookfield, Illinois and the County of Cook, Illinois. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.



**Ordinance 2011-67 - An Ordinance Amending Section 18-139 of Chapter 18 of the Code of Ordinances, Village of Brookfield, Illinois, to Prohibit Parking on One Side of Certain Streets in the Hollywood Subdivision of the Village of Brookfield, Illinois**

Motion by Trustee Towner, seconded by Trustee Ketchmark, to approve Ordinance 2011-67 - An Ordinance Amending Section 18-139 of Chapter 18 of the Code of Ordinances, Village of Brookfield, Illinois, to Prohibit Parking on One Side of Certain Streets in the Hollywood Subdivision of the Village of Brookfield, Illinois. Upon roll call **the motion failed** follows: Ayes: Trustee Towner. Nays: Trustee Edwards, Evans, Hall, Ketchmark and Oberhauser. Absent: None

**MANAGER'S REPORT**

- ⑨ Train station shelter removed.
- ⑨ Grant through WSTS for handicapped doors at Prairie Station.

**TEMPORARY RECESS**

Motion by Trustee Edwards, seconded by Trustee Towner, to adjourn the Regular Village of Trustees Board meeting of October 24, 2011 at 7:09 for the purpose of conducting a Committee of the Whole meeting. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**RECONVENE REGULAR VILLAGE BOARD MEETING**

Motion by Trustee Towner, seconded by Trustee Evans, to reconvene the Regular Village Board meeting of October 24, 2011 at 8:15 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**EXECUTIVE SESSION – Land Acquisition and Sale**

Motion by Trustee Towner, seconded by Trustee Evans, to adjourn the Regular Village Board Meeting of October 24, 2011 to an Executive Session at 8:15 P.M. to conduct an Executive Session for the purpose of discussing land acquisition and sale. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**RECONVENE REGULAR VILLAGE BOARD MEETING**

Motion by Trustee Towner, seconded by Trustee Oberhauser, to reconvene the Regular Village Board meeting of October 24, 2011 at 8:46 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**ADJOURNMENT**

Motion by Trustee Towner, seconded by Trustee Evans to adjourn the Regular Village Board meeting of October 24, 2011 at 8:47. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

---

**Brigid Weber  
Village Clerk  
Village of Brookfield**

/lls

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A COMMITTEE OF THE WHOLE MEETING  
HELD ON MONDAY, OCTOBER 24, 2011  
IN THE BROOKFIELD MUNICIPAL BUILDING**

---

**MEMBERS PRESENT:** President Michael Garvey, Trustees Catherine Edwards, Ryan Evans, C.P. Hall, Kit P. Ketchmark, Brian Oberhauser and Michael Towner. Village Clerk Brigid Weber.

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Village Manager Riccardo F. Ginex, Assistant Village Manager Keith Sbiral, Village Attorney Richard Ramello and Deputy Clerk Theresa Coady.

**OTHERS PRESENT:** None

On Monday, October 24, 2011, Village President Michael Garvey called the Committee of the Whole meeting to order at 7:10 P.M.

**Discussion Items**

**Cancel December 26th Meeting**

Discussion – cancellation of December 26, 2011 Board Meeting. Item to be on Agenda for approval vote at the Regular Village Board meeting scheduled for November 14, 2011.

**Public Safety Recommendation – No Parking 7-9am 3700 Prairie**

Staff recommends approval of parking restrictions suggested by the Public Safety Committee asking the Board to consider "Resident B Decal Parking Only from 7:00 a.m. to 9:00 a.m. except Saturday, Sunday and Holidays on both sides of Prairie Avenue between 3700 – 3725 on the east and 3700 – 3724 on the west side of the street. Item to be on agenda at a future meeting for Board approval.

**Public Act 97-368 – Imposition of a Bail Processing Fee**

Village Attorney advised the Village Manager of new Public Act 97-368, which became law on August 15<sup>th</sup>, which would allow municipalities to implement a bail processing fee up to \$20.00 for all bailable municipal, state or federal offenses. This fee would include bail posted for traffic violations or municipal ordinance violations which authorize the taking of a bond in any case if the arrestee cannot post the \$20.00 fee that person must be released.

Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for November 14, 2011.

**Ehlert West Park Update**

Staff presented a project update on Ehlert Park West Phase I.

**City of Chicago Water Rate Increase**

Board was advised of rate increases to be effective January 1, 2012.

**Garbage Fee Increase per contract**

Board was advised of rate increase per contract with Groot. Staff recommends the 4% Groot increase be reflected in Villages new rates but not recommending the 40-cent increase from the WCCSW Agency be passed onto the residents as the Village's Garbage Fund can absorb the modest annual increase. Item to be on Agenda for approval vote at Regular Village Board meeting scheduled for November 14, 2011.

**Peg Channel Comcast**

Staff presented. update process and conversion of current "Channel 6" to modern PEG channel production as well as cost of improvements. Staff will discuss both AT&T and U-Verse and Comcast processes.

**ADJOURNMENT**

Motion by Trustee Towner, seconded by Trustee Evans, to adjourn the Committee of the Whole meeting of October 24, 2011 at 8:14 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

---

**Brigid Weber  
Village Clerk  
Village of Brookfield**

/lls



VILLAGE OF BROOKFIELD  
RUN - 11/10/11

A/P CHECK REGISTER  
WARRANT 262 11-14-11

PAGE 1  
-GL0130-

| CHECK | VENDOR                             | AMOUNT   |
|-------|------------------------------------|----------|
| 10281 | 22690 VILLAGE OF BROOKFIELD        | 5,105.49 |
| 43639 | 18340 REFUND - PICNIC DEPOSIT      | 145.00-  |
| 43659 | 22905 VISA                         | 375.00   |
| 43660 | 18340 REFUND - PICNIC DEPOSIT      | 145.00   |
| 43662 | 3102 CANON BUSINESS SOLUTIONS, INC | 43.50    |
| 43663 | 11420 CHAD KOCH                    | 640.00   |
| 43664 | 12455 ANN LENARTSON                | 178.40   |
| 43665 | 16455 MARY PEZDEK                  | 95.19    |
| 43666 | 19566 SPRA                         | 20.00    |
| 43667 | 21225 U.S. POSTAL SERVICE          | 1,328.21 |

10 CHECKS PRINTED

\$7,785.79

VILLAGE OF BROOKFIELD  
RUN - 11/14/11

RECREATION WARRANT DISBURSEMENTS REGISTER  
WARRANT NUMBER 262

PAGE 1  
-GL009C-

| VENDOR NAME                   | DESCRIPTION OF EXPENDITURE             | AMOUNT            | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|-------------------------------|--|-------------------|------------|-------------------|------------------|-----------------|
| VILLAGE OF BROOKFIELD         | P/R DATED 10/28/11                     | 2,298.99          | 01-40-5025 |                   | 22690            | 10281           |
| VILLAGE OF BROOKFIELD         | P/R DATED 10/28/11                     | 2,806.50          | 01-40-5035 |                   | 22690            | 10281           |
| REFUND - PICNIC DEPOSIT       | VOID                                   | 145.00CR          | 01-40-4293 |                   | 18340            | 43639           |
| VISA                          | 2012 IAPD/IPRA CONFERENC               | 375.00            | 01-40-5810 |                   | 22905            | 43659           |
| REFUND - PICNIC DEPOSIT       | REFUND PICNIC DEPOSIT<br>VFW POST 2868 | 145.00            | 01-40-4293 |                   | 18340            | 43660           |
| CANON BUSINESS SOLUTIONS, INC | SUPPLY INCL PRG-IRC3480                | 43.50             | 01-40-5350 | 144895            | 3102             | 43662           |
| CHAD KOCH                     | MARTIAL ARTS CLASSES                   | 640.00            | 01-48-5450 | 111101            | 11420            | 43663           |
| ANN LENARTSON                 | DANCE CLASSES                          | 178.40            | 01-48-5450 |                   | 12455            | 43664           |
| MARY PEZDEK                   | REIMBURSEMENT FOR SUPPLI<br>PURCHASED  | 13.57             | 01-40-5690 |                   | 16455            | 43665           |
| MARY PEZDEK                   | REIMBURSEMENT FOR SUPPLI<br>PURCHASED  | 41.10             | 01-41-5690 |                   | 16455            | 43665           |
| MARY PEZDEK                   | REIMBURSEMENT FOR SUPPLI<br>PURCHASED  | 40.52             | 01-50-5690 |                   | 16455            | 43665           |
| SPRA                          | 2012 MEMBERSHIP DUES                   | 20.00             | 01-40-5550 |                   | 19566            | 43666           |
| U.S. POSTAL SERVICE           | WINTER/SPRING 2012 REC B               | 1,328.21          | 01-40-5680 |                   | 21225            | 43667           |
|                               | TOTAL EXPENDITURES                     | 7,785.79<br>===== | 1-00-1021  |                   |                  |                 |

VILLAGE OF BROOKFIELD  
RUN - 11/10/11

A/P CHECK REGISTER  
WARRANT 984 11-14-11

PAGE 1  
--GL0130--

| CHECK | VENDOR                              | AMOUNT     |
|-------|-------------------------------------|------------|
| 01011 | 9340 IMRF                           | 44,300.60  |
| 10241 | 22690 VILLAGE OF BROOKFIELD         | 315,685.57 |
| 37822 | 385 MICHAEL OBLOY                   | 450.60     |
| 67051 | 23300 WATER PRO RATES               | 122.40-    |
| 67807 | 19805 SUBURBAN LABORATORIES, INC.   | 361.50-    |
| 67817 | 12285 LASER QUEST                   | 200.00     |
| 67818 | 23300 WATER PRO RATES               | 122.40     |
| 67819 | 2640 BROOKFIELD PROFESSIONAL FF     | 35.00      |
| 67820 | 19601 ST. THOMAS HOSPICE OF HINSDAL | 100.00     |
| 67821 | 16350 PERLA'S MEXICAN RESTAURANT    | 260.00     |
| 67823 | 23300 WATER PRO RATES               | 24.75      |
| 67824 | 23300 WATER PRO RATES               | 12.60      |
| 67825 | 23300 WATER PRO RATES               | 10.05      |
| 67826 | 23300 WATER PRO RATES               | 66.85      |
| 67827 | 23300 WATER PRO RATES               | 21.11      |
| 67828 | 23300 WATER PRO RATES               | 46.91      |
| 67829 | 23300 WATER PRO RATES               | 21.11      |
| 67830 | 23300 WATER PRO RATES               | 102.15     |
| 67831 | 23300 WATER PRO RATES               | 9.65       |
| 67832 | 23300 WATER PRO RATES               | 81.91      |
| 67833 | 23300 WATER PRO RATES               | 56.11      |
| 67834 | 23300 WATER PRO RATES               | 81.91      |
| 67835 | 23300 WATER PRO RATES               | 45.00      |
| 67836 | 22450 VILLAGE OF BROOKFIELD         | 294.09     |
| 67837 | 19247 SEIU NAT'L INDUSTRY PENS FUND | 1,429.08   |
| 67838 | 22905 VISA                          | 1,131.99   |
| 67840 | 1020 A & M PARTS INC.               | 28.82      |
| 67841 | 1161 AFFILIATED CONTAINER SALES IN  | 2,600.00   |
| 67842 | 1244 AIR ONE EQUIPMENT, INC.        | 89.02      |
| 67843 | 1256 AKZO NOBEL PAINTS LLC          | 40.09      |
| 67844 | 1261 ROBERT ALCALA                  | 1,000.00   |
| 67845 | 1329 ALL AMERICAN PAPER CO.         | 2,053.97   |
| 67846 | 1360 ALTERNATIVE ENERGY SOLUTIONS   | 855.35     |
| 67847 | 1740 ATRIUM                         | 1,106.00   |
| 67848 | 1780 AT&T LONG DISTANCE             | 277.55     |
| 67849 | 1781 AT & T                         | 9,202.92   |
| 67850 | 1782 AT&T                           | 49.93      |
| 67851 | 2065 THE BANK OF NEW YORK MELLON    | 150.00     |
| 67852 | 2093 BARNES GROUP INC.              | 651.61     |
| 67853 | 2265 BETTY'S FLOWERS & GIFTS        | 60.00      |
| 67854 | 2340 BLUE CROSS BLUE SHIELD OF IL   | 119,181.93 |
| 67855 | 2522 THE BREWER COMPANY             | 317.40     |
| 67856 | 2585 BROOKFIELD CHAMBER OF COMMERC  | 2,300.00   |
| 67857 | 2660 BRKFLD/N RIVERSIDE WATER COMM  | 165,240.15 |
| 67858 | 2720 BROOKFIELD TRUE VALUE HARDWAR  | 32.44      |
| 67859 | 2893 ADAM BURGER                    | 30.00      |
| 67860 | 2915 DWAYNE BURRELL                 | 75.78      |
| 67861 | 3102 CANON BUSINESS SOLUTIONS, INC  | 42.00      |
| 67862 | 3103 CANON FINANCIAL SERVICES INC.  | 1,802.76   |
| 67863 | 3360 CINTAS FAS LOCKBOX 636525      | 165.57     |



VILLAGE OF BROOKFIELD  
RUN - 11/10/11

A/P CHECK REGISTER  
WARRANT 984 11-14-11

PAGE 2  
-GL0130-

| CHECK | VENDOR                              | AMOUNT     |
|-------|-------------------------------------|------------|
| 67864 | 3550 COMCAST                        | 12.57      |
| 67865 | 3560 COMED                          | 393.46     |
| 67866 | 3850 CVS PHARMACY                   | 14.99      |
| 67867 | 4320 DELTA DENTAL - RISK            | 8,361.50   |
| 67868 | 5453 EMSAR/ERLA INC                 | 607.73     |
| 67869 | 5500 EXELON ENERGY COMPANY          | 990.24     |
| 67870 | 6540 FLEETPRIDE                     | 135.17     |
| 67871 | 6572 FMP                            | 1,208.70   |
| 67872 | 6652 FOSTER'S TRUCK REPAIR          | 150.00     |
| 67873 | 6760 FREEWAY FORD TRUCK SALES INC   | 387.78     |
| 67874 | 7160 GCG FINANCIAL                  | 1,520.92   |
| 67875 | 7191 GE CAPITAL                     | 632.53     |
| 67876 | 7883 GROOT INDUSTRIES, INC.         | 110,119.46 |
| 67877 | 8009 H & A CONSTRUCTION             | 1,000.00   |
| 67878 | 8080 HANCOCK ENGINEERING            | 5,315.50   |
| 67879 | 8120 HANSON AGGREGATES INC.         | 517.99     |
| 67880 | 8485 HL LANDSCAPE                   | 4,191.60   |
| 67881 | 9580 ISA                            | 585.00     |
| 67882 | 9750 INGENII, LLC                   | 561.14     |
| 67883 | 9840 INNERWORKINGS                  | 661.38     |
| 67884 | 9933 IRMA                           | 15.00      |
| 67885 | 11100 KANE, MC KENNA CAPITAL INC.   | 562.50     |
| 67886 | 11120 KARA CO INC                   | 38.88      |
| 67887 | 11288 KINETIC LEASING               | 2,386.00   |
| 67888 | 11575 KRAMES STAYWELL, LLC          | 189.06     |
| 67889 | 11680 KENT KROSS                    | 254.00     |
| 67890 | 12140 LA GRANGE MATERIALS, INC.     | 26.95      |
| 67891 | 12345 LAWSON PRODUCTS, INC.         | 409.52     |
| 67892 | 12506 LESLIE HEATING & COOLING INC  | 21,395.00  |
| 67893 | 13010 M & A CEMENT WORK, INC.       | 873.00     |
| 67894 | 13392 MENARDS-HODGKINS              | 169.94     |
| 67895 | 13406 M.E. SIMPSON CO., INC.        | 1,250.00   |
| 67896 | 13552 MIDWEST METER INC.            | 276.60     |
| 67897 | 13613 MINER ELECTRONICS CORP        | 7.00       |
| 67898 | 13786 SCOTT MORRISON                | 184.77     |
| 67899 | 13830 MUELLERMIST IRRIGATION CO.    | 213.00     |
| 67900 | 13883 MURPHYS TRANS & COMPLETE AUTO | 3,246.77   |
| 67901 | 14315 NATIONAL INSURANCE SERVICES   | 527.85     |
| 67902 | 14417 NCPERS GROUP LIFE INS.        | 216.00     |
| 67903 | 14560 NEXTEL COMMUNICATIONS         | 919.56     |
| 67904 | 14575 N.F. DEMOLITION, INC.         | 6,000.00   |
| 67905 | 14800 NICOR                         | 44.16      |
| 67906 | 15387 OCCUPATIONAL HEALTH CTR OF SW | 352.00     |
| 67907 | 15700 OMNIPRINT SERVICES INC        | 313.85     |
| 67908 | 16195 PARAMEDIC BILLING SERVICES    | 881.60     |
| 67909 | 16531 PITNEY BOWES PURCHASE POWER   | 183.68     |
| 67910 | 16645 POWER EQUIPMENT LEASING CO    | 4,489.51   |
| 67911 | 16704 PRIORITY PRINT                | 506.60     |
| 67912 | 17017 QUARRY MATERIALS, INC.        | 501.12     |
| 67913 | 18103 RAY O'HERRON CO., INC.        | 885.34     |

VILLAGE OF BROOKFIELD  
RUN - 11/10/11

A/P CHECK REGISTER  
WARRANT 984 11-14-11

PAGE 3  
-GL0130-

| CHECK | VENDOR                              | AMOUNT   |
|-------|-------------------------------------|----------|
| 67914 | 18562 ANITA RICHARDSON              | 1,637.50 |
| 67915 | 18755 ARLENE ROVNER                 | 14.00    |
| 67916 | 19038 SAM'S CLUB                    | 315.85   |
| 67917 | 19091 SCHAEFGES BROTHERS, INC.      | 5,105.70 |
| 67918 | 19167 SCOUT ELECTRIC SUPPLY CO.     | 125.80   |
| 67919 | 19396 SIGN UP SIGN CO.              | 60.00    |
| 67920 | 19616 STANDARD EQUIPMENT CO.        | 918.48   |
| 67921 | 19630 STAPLES ADVANTAGE             | 948.96   |
| 67922 | 19805 SUBURBAN LABORATORIES, INC.   | 498.50   |
| 67923 | 19900 ROMAN SWIERCZYNSKI            | 107.24   |
| 67924 | 20287 THOR GUARD, INC.              | 500.00   |
| 67925 | 20595 THOMPSON ELEVATOR INSP SVC IN | 329.00   |
| 67926 | 20731 TRAFFIC CONTROL & PROTECTION  | 1,166.25 |
| 67927 | 20870 TRUGREEN CHEMLAWN             | 129.15   |
| 67928 | 21430 UNIFORM DEN EAST, INC.        | 3,169.45 |
| 67929 | 21445 UNIFIRST CORPORATION          | 542.32   |
| 67930 | 22231 VERIZON WIRELESS              | 717.20   |
| 67931 | 22792 VILLAGE OF ROMEOVILLE FIRE    | 1,185.00 |
| 67932 | 23418 WENTWORTH TIRE SERVICE        | 394.94   |
| 67933 | 23500 WSCOPA                        | 120.00   |
| 67934 | 23895 WORD SYSTEMS, INC.            | 2,329.00 |
| 67935 | 23924 WORLDPOINT ECC, INC.          | 111.00   |
| 67936 | 26200 ZEP MANUFACTURING CO.         | 158.55   |

123 CHECKS PRINTED

\$876,729.64

| VENDOR NAME           | DESCRIPTION OF EXPENDITURE         | AMOUNT    | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|-----------------------|------------------------------------|-----------|------------|-------------------|------------------|-----------------|
| IMRF                  | MONTHLY DEPOSIT REPORT<br>OCT 2011 | 177.56    | 01-01-5120 |                   | 9340             | 1011            |
| IMRF                  | MONTHLY DEPOSIT REPORT             | 4,884.04  | 01-10-5120 |                   | 9340             | 1011            |
| IMRF                  | MONTHLY DEPOSIT REPORT             | 2,443.72  | 01-12-5120 |                   | 9340             | 1011            |
| IMRF                  | MONTHLY DEPOSIT REPORT             | 2,484.10  | 01-13-5120 |                   | 9340             | 1011            |
| IMRF                  | MONTHLY DEPOSIT REPORT             | 2,223.74  | 01-19-5120 |                   | 9340             | 1011            |
| IMRF                  | MONTHLY DEPOSIT REPORT             | 1,325.64  | 01-20-5120 |                   | 9340             | 1011            |
| IMRF                  | MONTHLY DEPOSIT REPORT             | 14,552.48 | 01-30-5120 |                   | 9340             | 1011            |
| IMRF                  | MONTHLY DEPOSIT REPORT             | 1,008.39  | 01-40-5120 |                   | 9340             | 1011            |
| IMRF                  | EMPLOYEE W/H-OCT 2011              | 8,098.27  | 02-00-2023 |                   | 9340             | 1011            |
| IMRF                  | LIB EMPLOYEE W/H-OCT 201           | 1,546.30  | 02-00-2023 |                   | 9340             | 1011            |
| IMRF                  | LIB EMPLOYER W/H-OCT 201           | 5,556.36  | 02-00-2023 |                   | 9340             | 1011            |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11                 | 3,294.08  | 01-01-5010 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | FICA & MEDICARE-10/24/11           | 252.00    | 01-01-5110 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11                 | 10,674.97 | 01-10-5020 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11                 | 67.00     | 01-10-5030 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | FICA & MEDICARE-10/24/11           | 517.54    | 01-10-5110 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | SUI-10/24/11                       | 57.13     | 01-10-5190 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11                 | 2,680.77  | 01-12-5020 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11                 | 1,419.36  | 01-12-5025 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11                 | 53.23     | 01-12-5040 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | FICA & MEDICARE-10/24/11           | 296.02    | 01-12-5110 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11                 | 1,859.33  | 01-13-5020 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11                 | 7,878.64  | 01-13-5025 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11                 | 1,065.05  | 01-13-5030 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11                 | 248.98    | 01-13-5040 |                   | 22690            | 10241           |



CORPORATE WARRANT DISBURSEMENTS REGISTER  
WARRANT NUMBER 984

VILLAGE OF BROOKFIELD  
RUN - 11/14/11

| VENDOR NAME           | DESCRIPTION OF EXPENDITURE | AMOUNT    | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|-----------------------|----------------------------|-----------|------------|-------------------|------------------|-----------------|
| VILLAGE OF BROOKFIELD | FICA & MEDICARE-10/24/11   | 816.86    | 01-13-5110 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | SUI-10/24/11               | 8.67      | 01-13-5190 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 6,414.57  | 01-19-5025 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | FICA & MEDICARE-10/24/11   | 474.51    | 01-19-5110 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 11,853.66 | 01-20-5020 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 90,613.43 | 01-20-5025 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 5,373.66  | 01-20-5025 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 14,557.99 | 01-20-5040 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | FICA & MEDICARE-10/24/11   | 2,484.78  | 01-20-5110 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | SUI-10/24/11               | 91.35     | 01-20-5190 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 3,907.34  | 01-25-5020 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 67,330.30 | 01-25-5025 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 19,768.98 | 01-25-5040 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | FICA & MEDICARE-10/24/11   | 1,125.81  | 01-25-5110 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | SUI-10/24/11               | 27.75     | 01-25-5190 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 3,374.42  | 01-30-5020 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 32,021.89 | 01-30-5025 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 464.06    | 01-30-5035 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 1,067.99  | 01-30-5040 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | FICA & MEDICARE-10/24/11   | 2,713.07  | 01-30-5110 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | SUI-10/24/11               | 7.89      | 01-30-5190 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | FICA & MEDICARE-10/24/11   | 383.32    | 01-40-5110 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | SUI-10/24/11               | 35.10     | 01-40-5190 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 1,901.88  | 61-61-5020 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD | P/R DATED 10/24/11         | 13,924.83 | 61-61-5025 |                   | 22690            | 10241           |

| VENDOR NAME                    | DESCRIPTION OF EXPENDITURE                             | AMOUNT   | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|--------------------------------|--|----------|------------|-------------------|------------------|-----------------|
| VILLAGE OF BROOKFIELD          | P/R DATED 10/24/11                                     | 402.23   | 61-61-5040 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD          | P/R DATED 10/24/11                                     | 30.25    | 61-61-5040 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD          | FICA & MEDICARE-10/24/11                               | 1,152.69 | 61-61-5110 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD          | P/R DATED 10/24/11                                     | 1,901.90 | 62-61-5020 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD          | P/R DATED 10/24/11                                     | 917.77   | 62-61-5025 |                   | 22690            | 10241           |
| VILLAGE OF BROOKFIELD          | FICA & MEDICARE-10/24/11                               | 172.52   | 62-61-5110 |                   | 22690            | 10241           |
| MICHAEL OBLOY                  | DUPLICATE PAYMENT ON SA<br>4145 DEYO-18-03-116-026&027 | 450.60   | 32-00-4739 |                   | 385              | 37822           |
| WATER PRO RATES                | VOID-STALE DATED                                       | 45.00CR  | 61-00-2610 |                   | 23300            | 67051           |
| WATER PRO RATES                | VOID-STALE DATED                                       | 77.40CR  | 62-00-1236 |                   | 23300            | 67051           |
| SUBURBAN LABORATORIES, INC.    | VOID-DUPLICATE PAYMENT                                 | 361.50CR | 61-62-5390 |                   | 19805            | 67807           |
| LASER QUEST                    | DEPOSIT FOR LETS WIN OUT<br>11/15/11                   | 200.00   | 01-20-5560 |                   | 12285            | 67817           |
| WATER PRO RATES                | REPLACES STALE DATED CK<br>4530 MAPLE<br>VIDOJEVIC     | 45.00    | 61-00-2610 |                   | 23300            | 67818           |
| WATER PRO RATES                | REPLACES STALE DATED CK                                | 77.40    | 62-00-1236 |                   | 23300            | 67818           |
| BROOKFIELD PROFESSIONAL FF     | UNION DUES-RICHARD DUBIN<br>10/14/11 P/R               | 35.00    | 02-00-2035 |                   | 2640             | 67819           |
| ST. THOMAS HOSPICE OF HINSDALE | MEMORIAL DONATION<br>JOHN R. SICKEL JR                 | 100.00   | 01-10-5910 |                   | 19601            | 67820           |
| PERLA'S MEXICAN RESTAURANT     | LETS WIN PROGRAM-DINNER                                | 260.00   | 01-20-5560 |                   | 16350            | 67821           |
| WATER PRO RATES                | MOVE OUT REFUND<br>3700 PRAIRIE #4<br>G. RENDE         | 20.25CR  | 61-00-1236 |                   | 23300            | 67823           |
| WATER PRO RATES                | MOVE OUT REFUND  | 45.00    | 61-00-2610 |                   | 23300            | 67823           |
| WATER PRO RATES                | MOVE OUT REFUND<br>9000 MONROE<br>L. CLARK             | 32.40CR  | 61-00-1236 |                   | 23300            | 67824           |
| WATER PRO RATES                | MOVE OUT REFUND  | 45.00    | 61-00-2610 |                   | 23300            | 67824           |

| VENDOR NAME     | DESCRIPTION OF EXPENDITURE                         | AMOUNT  | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|-----------------|--|---------|------------|-------------------|------------------|-----------------|
| WATER PRO RATES | MOVE OUT REFUND<br>9023 28TH ST<br>M. PETRATUR     | 60.75CR | 61-00-1236 |                   | 23300            | 67825           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 45.00   | 61-00-2610 |                   | 23300            | 67825           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 25.80   | 62-00-1236 |                   | 23300            | 67825           |
| WATER PRO RATES | MOVE OUT REFUND<br>3714 GRAND 1ST FL<br>M. NAVARRO | 40.49CR | 61-00-1236 |                   | 23300            | 67826           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 45.00   | 61-00-2610 |                   | 23300            | 67826           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 62.34   | 62-00-1236 |                   | 23300            | 67826           |
| WATER PRO RATES | MOVE OUT REFUND<br>3505 MORTON<br>M. PAUL/SHIBLEY  | 40.49CR | 61-00-1236 |                   | 23300            | 67827           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 10.00   | 61-00-2610 |                   | 23300            | 67827           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 51.60   | 62-00-1236 |                   | 23300            | 67827           |
| WATER PRO RATES | MOVE OUT REFUND<br>3501 MORTON<br>R. SHIBLEY       | 40.49CR | 61-00-1236 |                   | 23300            | 67828           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 10.00   | 61-00-2610 |                   | 23300            | 67828           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 77.40   | 62-00-1236 |                   | 23300            | 67828           |
| WATER PRO RATES | MOVE OUT REFUND<br>9431 JEFFERSON<br>K/J GABEL     | 40.49CR | 61-00-1236 |                   | 23300            | 67829           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 10.00   | 61-00-2610 |                   | 23300            | 67829           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 51.60   | 62-00-1236 |                   | 23300            | 67829           |
| WATER PRO RATES | MOVE OUT REFUND<br>3320 ARTHUR<br>J. SHAW          | 20.25CR | 61-00-1236 |                   | 23300            | 67830           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 45.00   | 61-00-2610 |                   | 23300            | 67830           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 77.40   | 62-00-1236 |                   | 23300            | 67830           |
| WATER PRO RATES | MOVE OUT REFUND                                    | 40.49CR | 61-00-1236 |                   | 23300            | 67831           |



| VENDOR NAME                   | DESCRIPTION OF EXPENDITURE                                     | AMOUNT   | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|-------------------------------|--|----------|------------|-------------------|------------------|-----------------|
|                               | 3305 KEMMAN 1N<br>A. GLADSTEIN                                 |          |            |                   |                  |                 |
| WATER PRO RATES               | MOVE OUT REFUND  | 45.00    | 61-00-2610 |                   | 23300            | 67831           |
| WATER PRO RATES               | MOVE OUT REFUND  | 5.14     | 62-00-1236 |                   | 23300            | 67831           |
| WATER PRO RATES               | MOVE OUT REFUND<br>9536 HENRIETTA<br>PRUDENTIAL AMERICAN HOMES | 40.49CR  | 61-00-1236 |                   | 23300            | 67832           |
| WATER PRO RATES               | MOVE OUT REFUND  | 45.00    | 61-00-2610 |                   | 23300            | 67832           |
| WATER PRO RATES               | MOVE OUT REFUND  | 77.40    | 62-00-1236 |                   | 23300            | 67832           |
| WATER PRO RATES               | MOVE OUT REFUND<br>3312 MADISON<br>L. THORNTON                 | 40.49CR  | 61-00-1236 |                   | 23300            | 67833           |
| WATER PRO RATES               | MOVE OUT REFUND  | 45.00    | 61-00-2610 |                   | 23300            | 67833           |
| WATER PRO RATES               | MOVE OUT REFUND  | 51.60    | 62-00-1236 |                   | 23300            | 67833           |
| WATER PRO RATES               | MOVE OUT REFUND<br>3222 MAPLE<br>BATTISTONI/SUHAJDA            | 40.49CR  | 61-00-1236 |                   | 23300            | 67834           |
| WATER PRO RATES               | MOVE OUT REFUND  | 45.00    | 61-00-2610 |                   | 23300            | 67834           |
| WATER PRO RATES               | MOVE OUT REFUND  | 77.40    | 62-00-1236 |                   | 23300            | 67834           |
| WATER PRO RATES               | MOVE OUT REFUND<br>4237 OAK<br>C. HAMILTON                     | 45.00    | 61-00-2610 |                   | 23300            | 67835           |
| VILLAGE OF BROOKFIELD         | POLICE DEPT PETTY CASH   | 11.54    | 01-20-5380 |                   | 22450            | 67836           |
| VILLAGE OF BROOKFIELD         | POLICE DEPT PETTY CASH   | 164.00   | 01-20-5550 |                   | 22450            | 67836           |
| VILLAGE OF BROOKFIELD         | POLICE DEPT PETTY CASH   | 5.68     | 01-20-5625 |                   | 22450            | 67836           |
| VILLAGE OF BROOKFIELD         | POLICE DEPT PETTY CASH   | 29.05    | 01-20-5650 |                   | 22450            | 67836           |
| VILLAGE OF BROOKFIELD         | POLICE DEPT PETTY CASH   | 38.50    | 01-20-5675 |                   | 22450            | 67836           |
| VILLAGE OF BROOKFIELD         | POLICE DEPT PETTY CASH   | 45.32    | 01-20-5840 |                   | 22450            | 67836           |
| SEIU NAT'L INDUSTRY PENS FUND | MONTHLY DEPOSIT REPORT<br>OCTOBER 2011                         | 1,429.08 | 01-30-5080 |                   | 19247            | 67837           |
| VISA                          | ADM VISA PURCHASES   | 190.00   | 01-01-5810 |                   | 22905            | 67838           |

| VENDOR NAME                    | DESCRIPTION OF EXPENDITURE                          | AMOUNT   | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|--------------------------------|---|----------|------------|-------------------|------------------|-----------------|
| VISA                           | ADM VISA PURCHASES                                  | 114.00   | 01-10-5799 |                   | 22905            | 67838           |
| VISA                           | ADM VISA PURCHASES                                  | 60.84    | 01-10-5840 |                   | 22905            | 67838           |
| VISA                           | ADM VISA PURCHASES                                  | 30.00    | 01-12-5590 |                   | 22905            | 67838           |
| VISA                           | ADM VISA PURCHASES                                  | 37.19    | 01-14-5580 |                   | 22905            | 67838           |
| VISA                           | PD CAR WASHES                                       | 65.00    | 01-20-5380 |                   | 22905            | 67838           |
| VISA                           | DPW VISA PURCHASES                                  | 634.96   | 01-30-5690 |                   | 22905            | 67838           |
| A & M PARTS INC.               | OIL FILTER  | 9.20     | 01-34-5710 | 288800            | 1020             | 67840           |
| A & M PARTS INC.               | DOMELAMP  | 19.62    | 01-34-5710 | 286115            | 1020             | 67840           |
| AFFILIATED CONTAINER SALES INC | 20DV  | 2,600.00 | 61-62-5785 | 207953            | 1161             | 67841           |
| AIR ONE EQUIPMENT, INC.        | MISC PARTS  | 89.02    | 01-25-5399 | 76725             | 1244             | 67842           |
| AKZO NOBEL PAINTS LLC          | ZIP-STRIP PREM REMOVE 1G<br>3" PRO SS 8IN1 HH PT TL | 40.09    | 01-36-5750 |                   | 1256             | 67843           |
| ROBERT ALCALA                  | PARKWAY BOND REFUND<br>4126 RAYMOND                 | 1,000.00 | 01-00-2620 |                   | 1261             | 67844           |
| ALL AMERICAN PAPER CO.         | CLEANING SUPPLY                                     | 399.72   | 01-30-5510 | 72781             | 1329             | 67845           |
| ALL AMERICAN PAPER CO.         | BLACK LINERS  | 1,654.25 | 01-30-5510 | 72760             | 1329             | 67845           |
| ALTERNATIVE ENERGY SOLUTIONS   | SVC CALL/LABOR/KATOLIGHT<br>GOV CONTROL             | 855.35   | 01-31-5305 | 21136             | 1360             | 67846           |
| ATRIUM                         | 2011 FALL PROPOSAL                                  | 1,106.00 | 01-33-5655 | 4680              | 1740             | 67847           |
| AT&T LONG DISTANCE             | LONG DIST SVC-853558135-                            | 277.55   | 01-14-5580 |                   | 1780             | 67848           |
| AT & T                         | Z14-0019  | 138.74   | 01-14-5580 |                   | 1781             | 67849           |
| AT & T                         | 387-1350  | 38.55    | 01-14-5580 |                   | 1781             | 67849           |
| AT & T                         | Z14-0033  | 138.74   | 01-14-5580 |                   | 1781             | 67849           |
| AT & T                         | 485-0076  | 220.03   | 01-14-5580 |                   | 1781             | 67849           |
| AT & T                         | 387-2733  | 38.55    | 01-14-5580 |                   | 1781             | 67849           |
| AT & T                         | R07-0065  | 4,634.92 | 01-14-5580 |                   | 1781             | 67849           |
| AT & T                         | 485-8121  | 218.89   | 01-14-5580 |                   | 1781             | 67849           |

| VENDOR NAME                    | DESCRIPTION OF EXPENDITURE                                       | AMOUNT     | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|--------------------------------|--|------------|------------|-------------------|------------------|-----------------|
| AT & T                         | 387-2650   | 2,622.31   | 01-14-5580 |                   | 1781             | 67849           |
| AT & T                         | 387-2561   | 112.19     | 01-14-5580 |                   | 1781             | 67849           |
| AT & T                         | Z14-0030   | 138.74     | 01-14-5580 |                   | 1781             | 67849           |
| AT & T                         | Z14-0045   | 901.26     | 01-14-5580 |                   | 1781             | 67849           |
| AT&T                           | E911 MODEM LINE  | 49.93      | 01-14-5580 |                   | 1782             | 67850           |
| THE BANK OF NEW YORK MELLON    | BROOKFIELD DTD 7/15/98<br>ANNUAL FEE-PAYING AGENT &<br>REGISTRAR | 150.00     | 31-00-7110 | 158614            | 2065             | 67851           |
| BARNES GROUP INC.              | HYDRAULIC HOSE   | 302.38     | 01-34-5710 | 372400            | 2093             | 67852           |
| BARNES GROUP INC.              | MISC PARTS   | 349.23     | 01-34-5710 | 371613            | 2093             | 67852           |
| BETTY'S FLOWERS & GIFTS        | FLOWERS FOR SCOTT DEROSS   | 60.00      | 01-10-5690 |                   | 2265             | 67853           |
| BLUE CROSS BLUE SHIELD OF IL   | MED INS PREMIUM-NOV 2011   | 2,634.34   | 01-10-5150 | 051133            | 2340             | 67854           |
| BLUE CROSS BLUE SHIELD OF IL   | NOV INS PREMIUM-NOV 2011   | 2,131.61   | 01-12-5150 |                   | 2340             | 67854           |
| BLUE CROSS BLUE SHIELD OF IL   | NOV INS PREMIUM-NOV 2011   | 4,453.45   | 01-13-5150 |                   | 2340             | 67854           |
| BLUE CROSS BLUE SHIELD OF IL   | NOV INS PREMIUM-NOV 2011   | 3,152.96   | 01-19-5150 |                   | 2340             | 67854           |
| BLUE CROSS BLUE SHIELD OF IL   | NOV INS PREMIUM-NOV 2011   | 49,574.28  | 01-20-5150 |                   | 2340             | 67854           |
| BLUE CROSS BLUE SHIELD OF IL   | NOV INS PREMIUM-NOV 2011   | 29,826.40  | 01-25-5150 |                   | 2340             | 67854           |
| BLUE CROSS BLUE SHIELD OF IL   | NOV INS PREMIUM-NOV 2011   | 17,044.87  | 01-30-5150 |                   | 2340             | 67854           |
| BLUE CROSS BLUE SHIELD OF IL   | NOV INS PREMIUM-NOV 2011   | 1,861.78   | 01-40-5150 |                   | 2340             | 67854           |
| BLUE CROSS BLUE SHIELD OF IL   | NOV INS PREMIUM-NOV 2011   | 6,010.22   | 61-61-5150 |                   | 2340             | 67854           |
| BLUE CROSS BLUE SHIELD OF IL   | NOV INS PREMIUM-NOV 2011   | 1,431.15   | 61-62-5150 |                   | 2340             | 67854           |
| BLUE CROSS BLUE SHIELD OF IL   | NOV INS PREMIUM-NOV 2011   | 1,060.87   | 62-61-5150 |                   | 2340             | 67854           |
| THE BREWER COMPANY             | TP 4636 YEL IL FD LF LTX   | 317.40     | 01-36-5750 | 543911            | 2522             | 67855           |
| BROOKFIELD CHAMBER OF COMMERCE | JOINT HOLIDAY CELEBRATIO   | 300.00     | 01-50-4910 |                   | 2585             | 67856           |
| BROOKFIELD CHAMBER OF COMMERCE | JOINT HOLIDAY CELEBRATIO   | 2,000.00   | 01-50-5560 |                   | 2585             | 67856           |
| BRKFLD/N RIVERSIDE WATER COMM. | WATER USAGE-OCT 2011   | 165,240.15 | 61-62-5780 |                   | 2660             | 67857           |

| VENDOR NAME                    | DESCRIPTION OF EXPENDITURE | AMOUNT   | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|--------------------------------|----------------------------|----------|------------|-------------------|------------------|-----------------|
| BROOKFIELD TRUE VALUE HARDWARE | MISC SUPPLIES              | 32.44    | 01-25-5690 |                   | 2720             | 67858           |
| ADAM BURGER                    | CDL REIMBURSEMENT          | 30.00    | 01-34-5590 |                   | 2893             | 67859           |
| DWAYNE BURRELL                 | LEATHER ALLOWANCE          | 75.78    | 01-20-5099 |                   | 2915             | 67860           |
| CANON BUSINESS SOLUTIONS, INC  | SUPPLY INCL PRG-IRC5068    | 21.18    | 01-10-5540 | 97615             | 3102             | 67861           |
| CANON BUSINESS SOLUTIONS, INC  | SUPPLY INCL PRG-IRC3080    | 20.82    | 01-30-5630 | 97615             | 3102             | 67861           |
| CANON FINANCIAL SERVICES INC.  | CONTRACT CHARGES-NOV       | 360.56   | 01-10-5340 | 113573            | 3103             | 67862           |
| CANON FINANCIAL SERVICES INC.  | CONTRACT CHARGES-NOV       | 360.55   | 01-20-5340 |                   | 3103             | 67862           |
| CANON FINANCIAL SERVICES INC.  | CONTRACT CHARGES-NOV       | 360.55   | 01-25-5350 |                   | 3103             | 67862           |
| CANON FINANCIAL SERVICES INC.  | CONTRACT CHARGES-NOV       | 360.55   | 01-30-5350 |                   | 3103             | 67862           |
| CANON FINANCIAL SERVICES INC.  | CONTRACT CHARGES-NOV       | 360.55   | 01-40-5350 |                   | 3103             | 67862           |
| CINTAS FAS LOCKBOX 636525      | EYE STATION SVC            | 126.98   | 01-34-5700 | 343574            | 3360             | 67863           |
| CINTAS FAS LOCKBOX 636525      | SVC TO 1ST AID CABINET     | 38.59    | 01-34-5700 | 343743            | 3360             | 67863           |
| COMCAST                        | XFINITY TV                 | 12.57    | 01-14-5500 |                   | 3550             | 67864           |
| COMED                          | 8501 BROOKFIELD            | 218.38   | 01-36-5775 |                   | 3560             | 67865           |
| COMED                          | 8652 SOUTHVIEW-WATER MET   | 26.25    | 01-36-5775 |                   | 3560             | 67865           |
| COMED                          | 9001 SHIELDS LITE PARK     | 148.83   | 01-36-5775 |                   | 3560             | 67865           |
| CVS PHARMACY                   | BATTERY                    | 14.99    | 01-25-5399 |                   | 3850             | 67866           |
| DELTA DENTAL - RISK            | DENTAL INS-NOV 2011        | 330.26   | 01-10-5160 | 402141            | 4320             | 67867           |
| DELTA DENTAL - RISK            | DENTAL INS-NOV 2011        | 13.30    | 01-10-5160 | 402142            | 4320             | 67867           |
| DELTA DENTAL - RISK            | DENTAL INS-NOV 2011        | 131.54   | 01-12-5160 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK            | DENTAL INS-NOV 2011        | 269.64   | 01-13-5160 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK            | DENTAL INS-NOV 2011        | 169.19   | 01-19-5160 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK            | DENTAL INS-NOV 2011        | 3,255.92 | 01-20-5160 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK            | DENTAL INS-NOV 2011        | 114.35   | 01-20-5160 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK            | DENTAL INS-NOV 2011        | 2,090.09 | 01-25-5160 |                   | 4320             | 67867           |

| VENDOR NAME           | DESCRIPTION OF EXPENDITURE             | AMOUNT   | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|-----------------------|--|----------|------------|-------------------|------------------|-----------------|
| DELTA DENTAL - RISK   | DENTAL INS-NOV 2011                    | 34.73    | 01-30-5160 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK   | DENTAL INS-NOV 2011                    | 1,087.30 | 01-30-5160 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK   | DENTAL INS-NOV 2011                    | 100.78   | 01-40-5160 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK   | VISION INS-NOV 2011                    | 261.02   | 02-00-2029 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK   | DENTAL INS-NOV 2011                    | 50.52    | 61-61-5160 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK   | DENTAL INS-NOV 2011                    | 255.93   | 61-61-5160 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK   | DENTAL INS-NOV 2011                    | 114.03   | 61-62-5160 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK   | DENTAL INS-NOV 2011                    | 1.67     | 62-61-5160 |                   | 4320             | 67867           |
| DELTA DENTAL - RISK   | DENTAL INS-NOV 2011                    | 81.23    | 62-61-5160 |                   | 4320             | 67867           |
| EMSAR/ERLA INC        | MISC PARTS & SVC TO FERN<br>WASHINGTON | 607.73   | 01-25-5640 | 21860             | 5453             | 67868           |
| EXELON ENERGY COMPANY | STREET LIGHTING-<br>EE2005840          | 290.01   | 01-36-5775 |                   | 5500             | 67869           |
| EXELON ENERGY COMPANY | STREET LIGHTING-<br>EE2005839          | 700.23   | 01-36-5775 |                   | 5500             | 67869           |
| FLEETPRIDE            | HD BATTERY 1000CCA 12V                 | 135.17   | 01-34-5710 | 444162            | 6540             | 67870           |
| FMP                   | PART FOR #477                          | 49.44    | 01-34-5710 | 366076            | 6572             | 67871           |
| FMP                   | PART FOR #428                          | 60.03    | 01-34-5710 | 367894            | 6572             | 67871           |
| FMP                   | PART FOR #477                          | 30.32    | 01-34-5710 | 367033            | 6572             | 67871           |
| FMP                   | CORE RETURN                            | 16.00CR  | 01-34-5710 | 364063            | 6572             | 67871           |
| FMP                   | PART FOR #460                          | 95.20    | 01-34-5710 | 361101            | 6572             | 67871           |
| FMP                   | PART FOR #477                          | 224.72   | 01-34-5710 | 366176            | 6572             | 67871           |
| FMP                   | PARTS FOR #79                          | 283.47   | 01-34-5710 | 362831            | 6572             | 67871           |
| FMP                   | PART FOR #477                          | 51.08    | 01-34-5710 | 367209            | 6572             | 67871           |
| FMP                   | PARTS FOR #482                         | 95.20    | 01-34-5710 | 362507            | 6572             | 67871           |
| FMP                   | CORE RETURN                            | 18.00CR  | 01-34-5710 | 370591            | 6572             | 67871           |
| FMP                   | PARTS FOR #79 & \$462                  | 721.27   | 01-34-5710 | 357644            | 6572             | 67871           |

| VENDOR NAME                  | DESCRIPTION OF EXPENDITURE         | AMOUNT    | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|------------------------------|------------------------------------|-----------|------------|-------------------|------------------|-----------------|
| FMP                          | RETURN & CORE CREDIT               | 257.03CR  | 01-34-5710 | 365620            | 6572             | 67871           |
| FMP                          | CORE CREDITS                       | 111.00CR  | 01-34-5710 | 359739            | 6572             | 67871           |
| FOSTER'S TRUCK REPAIR        | SAFETY INSPECTIONS                 | 150.00    | 01-34-5380 | 25385             | 6652             | 67872           |
| FREEWAY FORD TRUCK SALES INC | HOSE ASY                           | 332.82    | 01-34-5710 | 395990            | 6760             | 67873           |
| FREEWAY FORD TRUCK SALES INC | AIR HOSE                           | 54.96     | 01-34-5710 | 395934            | 6760             | 67873           |
| GCG FINANCIAL                | INS ADM FEES-OCT 2011              | 33.96     | 01-10-5150 | VOB11             | 7160             | 67874           |
| GCG FINANCIAL                | INS ADM FEES-OCT 2011              | 10.88     | 01-12-5150 |                   | 7160             | 67874           |
| GCG FINANCIAL                | INS ADM FEES-OCT 2011              | 68.93     | 01-13-5150 |                   | 7160             | 67874           |
| GCG FINANCIAL                | INS ADM FEES-OCT 2011              | 40.06     | 01-19-5150 |                   | 7160             | 67874           |
| GCG FINANCIAL                | INS ADM FEES-OCT 2011              | 644.57    | 01-20-5150 |                   | 7160             | 67874           |
| GCG FINANCIAL                | INS ADM FEES-OCT 2011              | 375.88    | 01-25-5150 |                   | 7160             | 67874           |
| GCG FINANCIAL                | INS ADM FEES-OCT 2011              | 218.05    | 01-30-5150 |                   | 7160             | 67874           |
| GCG FINANCIAL                | INS ADM FEES-OCT 2011              | 24.31     | 01-40-5150 |                   | 7160             | 67874           |
| GCG FINANCIAL                | INS ADM FEES-OCT 2011              | 72.82     | 61-61-5150 |                   | 7160             | 67874           |
| GCG FINANCIAL                | INS ADM FEES-OCT 2011              | 18.14     | 61-62-5150 |                   | 7160             | 67874           |
| GCG FINANCIAL                | INS ADM FEES-OCT 2011              | 13.32     | 62-61-5150 |                   | 7160             | 67874           |
| GE CAPITAL                   | RICOH COPIER<br>ID #90136048886    | 632.53    | 01-10-5340 |                   | 7191             | 67875           |
| GROOT INDUSTRIES, INC.       | RESIDENTIAL P/U-NOV                | 85,143.11 | 62-64-5480 | 794524            | 7883             | 67876           |
| GROOT INDUSTRIES, INC.       | RESIDENTIAL YARD WASTE-N           | 20,199.30 | 62-64-5480 | 794524            | 7883             | 67876           |
| GROOT INDUSTRIES, INC.       | DUMPING FEES                       | 4,777.05  | 62-64-5480 | 123100            | 7883             | 67876           |
| H & A CONSTRUCTION           | PARKWAY BOND REFUND<br>3804 MORTON | 1,000.00  | 01-00-2620 |                   | 8009             | 67877           |
| HANCOCK ENGINEERING          | GRAND BLVD                         | 5,315.50  | 42-00-5240 | 110360            | 8080             | 67878           |
| HANSON AGGREGATES INC.       | BINDER                             | 75.46     | 01-36-5730 | 525194            | 8120             | 67879           |
| HANSON AGGREGATES INC.       | BINDER                             | 158.51    | 01-36-5730 | 525161            | 8120             | 67879           |



| VENDOR NAME                  | DESCRIPTION OF EXPENDITURE                         | AMOUNT    | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|------------------------------|--|-----------|------------|-------------------|------------------|-----------------|
| HANSON AGGREGATES INC.       | BINDER   | 191.62    | 01-36-5730 | 525126            | 8120             | 67879           |
| HANSON AGGREGATES INC.       | BINDER   | 92.40     | 01-36-5730 | 525225            | 8120             | 67879           |
| HL LANDSCAPE                 | MOWING CONTRACT-SEPT 11                            | 4,191.60  | 01-33-5475 | 1348              | 8485             | 67880           |
| ISA                          | MEMBERSHIP--SCOTT DEROSS                           | 245.00    | 01-33-5550 |                   | 9580             | 67881           |
| ISA                          | MEMBERSHIP--VICTOR JANUSZ                          | 170.00    | 01-33-5550 |                   | 9580             | 67881           |
| ISA                          | MEMBERSHIP--SCOTT MORRISO                          | 170.00    | 01-33-5550 |                   | 9580             | 67881           |
| INGENII, LLC                 | KENNETH M FLOODY PE,SE<br>3415 MAPLE COURT WITNESS | 561.14    | 01-13-5299 | 13164             | 9750             | 67882           |
| INNERWORKINGS                | 2ND NOTICE WATER BILLS                             | 661.38    | 61-61-5540 | 987537            | 9840             | 67883           |
| IRMA                         | PWSC LUNCHEON MEETING<br>KEVIN MC CARTHY           | 15.00     | 01-30-5810 | 8022              | 9933             | 67884           |
| KANE, MC KENNA CAPITAL INC.  | BF STATE REPORT                                    | 112.50    | 15-00-5220 | 10629             | 11100            | 67885           |
| KANE, MC KENNA CAPITAL INC.  | BROOKFIELD-CONGRESS TIF                            | 450.00    | 15-00-5220 | 10628             | 11100            | 67885           |
| KARA CO INC                  | BLUE FLUOR MARKING PAINT                           | 38.88     | 01-36-5750 | 276746            | 11120            | 67886           |
| KINETIC LEASING              | LEASE-TELEPHONE RECORDIN<br>EQUIPMENT              | 2,386.00  | 01-20-5310 | 101848            | 11288            | 67887           |
| KRAMES STAYWELL, LLC         | FIRST AID/CPR/AED DELUXE<br>INSTRUCTOR'S KIT       | 189.06    | 01-20-5615 | 672720            | 11575            | 67888           |
| KENT KROSS                   | VISION CARE REIMBURSEMEN                           | 254.00    | 01-20-5170 |                   | 11680            | 67889           |
| LA GRANGE MATERIALS, INC.    | CAULK/PORTLAND CEMENT                              | 26.95     | 61-62-5690 | 60039             | 12140            | 67890           |
| LAWSON PRODUCTS, INC.        | MISC PARTS   | 239.33    | 01-34-5710 | 263846            | 12345            | 67891           |
| LAWSON PRODUCTS, INC.        | CHISEL/PUNCHTOOL SET                               | 161.16    | 01-34-5710 | 187749            | 12345            | 67891           |
| LAWSON PRODUCTS, INC.        | EYEWEAR LANYARDS                                   | 9.03      | 01-34-5710 | 187748            | 12345            | 67891           |
| LESLIE HEATING & COOLING INC | 3RD & FINAL PAYMENT OF N<br>HVAC SYSTEM            | 21,395.00 | 01-31-5305 | S-8457            | 12506            | 67892           |
| M & A CEMENT WORK, INC.      | SIDEWALK REPLACEMENT<br>4123 ARTHUR                | 873.00    | 01-36-6300 | 2                 | 13010            | 67893           |
| MENARDS-HODGKINS             | OUTLET SURGE WALLMOUNT                             | 4.99      | 01-30-5690 | 19356             | 13392            | 67894           |

CORPORATE WARRANT DISBURSEMENTS REGISTER  
WARRANT NUMBER 984

VILLAGE OF BROOKFIELD  
RUN - 11/14/11

| VENDOR NAME                   | DESCRIPTION OF EXPENDITURE        | AMOUNT   | ACCT NO    | INVOICE NUMBER | VENDOR NUMBER | CHECK NUMBER |
|-------------------------------|-----------------------------------|----------|------------|----------------|---------------|--------------|
|                               |                                   | 5.49     | 01-30-5690 | 18063          | 13392         | 67894        |
| MENARDS-HODGKINS              | WATER                             | 15.84    | 01-30-5690 | 22489          | 13392         | 67894        |
| MENARDS-HODGKINS              | 3 SHELF BOOKCASE                  | 84.29    | 01-33-5690 | 16680          | 13392         | 67894        |
| MENARDS-HODGKINS              | MISC SUPPLIES                     | 19.85    | 01-35-5690 | 18435          | 13392         | 67894        |
| MENARDS-HODGKINS              | STAIN COATER/WD FINISH CEDAR      | 39.48    | 01-35-5690 | 22227          | 13392         | 67894        |
| MENARDS-HODGKINS              | UTILITY HEATER                    | 1,250.00 | 61-62-5390 | 21751          | 13406         | 67895        |
| M.B. SIMPSON CO., INC.        | METERS                            | 276.60   | 61-62-5390 | 31095          | 13552         | 67896        |
| MIDWEST METER INC.            | HIGH OUTPUT MTU                   | 7.00     | 01-20-5310 | 242717         | 13613         | 67897        |
| MINER ELECTRONICS CORP        | REPLACED MISSING SIDE BE & KEYPAD | 120.42   | 01-30-5700 |                | 13786         | 67898        |
| SCOTT MORRISON                | ANNUAL WORK BOOTS ALLOWA          | 64.35    | 01-33-5690 |                | 13786         | 67898        |
| SCOTT MORRISON                | REIMBURSEMENT FOR FOREST SUPPLIES | 213.00   | 61-62-5390 | 21506          | 13830         | 67899        |
| MUELLERMIST IRRIGATION CO.    | WINTERIZATION COMPRESSOR          | 2,466.10 | 01-34-5450 | 8373           | 13883         | 67900        |
| MURPHYS TRANS & COMPLETE AUTO | TRANSAXLE ASSEMBLY #463           | 780.67   | 01-34-5450 | 8439           | 13883         | 67900        |
| MURPHYS TRANS & COMPLETE AUTO | CONTROL ARM                       | 45.36    | 01-10-5140 |                | 14315         | 67901        |
| NATIONAL INSURANCE SERVICES   | LIFE INS PREMIUMS-NOV 20          | 4.05     | 01-12-5140 |                | 14315         | 67901        |
| NATIONAL INSURANCE SERVICES   | LIFE INS PREMIUMS-NOV 20          | 45.90    | 01-13-5140 |                | 14315         | 67901        |
| NATIONAL INSURANCE SERVICES   | LIFE INS PREMIUMS-NOV 20          | 16.20    | 01-19-5140 |                | 14315         | 67901        |
| NATIONAL INSURANCE SERVICES   | LIFE INS PREMIUMS-NOV 20          | 180.90   | 01-20-5140 |                | 14315         | 67901        |
| NATIONAL INSURANCE SERVICES   | LIFE INS PREMIUMS-NOV 20          | 72.90    | 01-25-5140 |                | 14315         | 67901        |
| NATIONAL INSURANCE SERVICES   | LIFE INS PREMIUMS-NOV 20          | 101.25   | 01-30-5140 |                | 14315         | 67901        |
| NATIONAL INSURANCE SERVICES   | LIFE INS PREMIUMS-NOV 20          | 5.40     | 01-40-5140 |                | 14315         | 67901        |
| NATIONAL INSURANCE SERVICES   | LIFE INS PREMIUMS-NOV 20          | 40.10    | 61-61-5140 |                | 14315         | 67901        |
| NATIONAL INSURANCE SERVICES   | LIFE INS PREMIUMS-NOV 20          | 6.75     | 61-62-5140 |                | 14315         | 67901        |
| NATIONAL INSURANCE SERVICES   | LIFE INS PREMIUMS-NOV 20          | 9.04     | 62-61-5140 |                | 14315         | 67901        |
| NATIONAL INSURANCE SERVICES   | LIFE INS PREMIUMS-NOV 20          |          |            |                |               |              |

| VENDOR NAME                   | DESCRIPTION OF EXPENDITURE  | AMOUNT   | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|-------------------------------|---|----------|------------|-------------------|------------------|-----------------|
| NCPERS GROUP LIFE INS.        | LIFE INS PREMIUMS-NOV 20  | 216.00   | 02-00-2030 |                   | 14417            | 67902           |
| NEXTEL COMMUNICATIONS         | VLG CELL PHONES<br>755801519  | 919.56   | 01-14-5580 |                   | 14560            | 67903           |
| N.F. DEMOLITION, INC.         | ALLEY & STREET BOND REFU<br>3434-36 GRAND<br>STREET BOND REFUND-3452<br>GRAND | 6,000.00 | 01-00-2620 |                   | 14575            | 67904           |
| NICOR                         | SVC @ 3840 MAPLE<br>83 07 18 0000 3   | 44.16    | 01-31-5770 |                   | 14800            | 67905           |
| OCCUPATIONAL HEALTH CTR OF SW | PHYSICALS-JENNIFER GALLI<br>KATHLEEN LOCKWOOD<br>INV #1006406308              | 160.00   | 01-20-5280 |                   | 15387            | 67906           |
| OCCUPATIONAL HEALTH CTR OF SW | PHYSICAL-JAIME DIAZ<br>INV #1006197020  | 192.00   | 01-20-5280 |                   | 15387            | 67906           |
| OMNIPRINT SERVICES INC        | SPECIAL ASSESSMENT BILLS  | 313.85   | 01-12-5540 | 9735              | 15700            | 67907           |
| PARAMEDIC BILLING SERVICES    | SEPT FEES   | 881.60   | 01-25-5560 |                   | 16195            | 67908           |
| PITNEY BOWES PURCHASE POWER   | BAL DUE ON ACCT-<br>8000-9090-0020-5984                                       | 183.68   | 01-10-5680 |                   | 16531            | 67909           |
| POWER EQUIPMENT LEASING CO    | REPAIRS TO HIRANGER   | 4,489.51 | 01-34-5450 | 17809             | 16645            | 67910           |
| PRIORITY PRINT                | SCRATCH PADS-MICHELLE<br>ROBBINS  | 24.85    | 01-10-5720 |                   | 16704            | 67911           |
| PRIORITY PRINT                | SCRATCH PADS-STEVE STELT  | 28.85    | 01-20-5720 | 110985            | 16704            | 67911           |
| PRIORITY PRINT                | WATER BILL ENVELOPES  | 452.90   | 61-61-5540 |                   | 16704            | 67911           |
| QUARRY MATERIALS, INC.        | N50 SURFACE   | 50.22    | 01-36-5735 | 42620             | 17017            | 67912           |
| QUARRY MATERIALS, INC.        | N50 SURFACE   | 99.90    | 01-36-5735 | 42659             | 17017            | 67912           |
| QUARRY MATERIALS, INC.        | N50 SURFACE   | 81.54    | 01-36-5735 | 42654             | 17017            | 67912           |
| QUARRY MATERIALS, INC.        | N50 SURFACE   | 85.86    | 01-36-5735 | 42716             | 17017            | 67912           |
| QUARRY MATERIALS, INC.        | N50 SURFACE   | 88.56    | 01-36-5735 | 42679             | 17017            | 67912           |
| QUARRY MATERIALS, INC.        | N50 SURFACE   | 95.04    | 01-36-5735 | 42697             | 17017            | 67912           |
| RAY O'HERRON CO., INC.        | PD UNIFORMS-JELINEK   | 262.00   | 01-20-5765 | 40932             | 18103            | 67913           |

| VENDOR NAME                 | DESCRIPTION OF EXPENDITURE               | AMOUNT   | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|-----------------------------|--|----------|------------|-------------------|------------------|-----------------|
| RAY O'HERRON CO., INC.      | FD UNIFORMS-DUBIK                        | 97.90    | 01-25-5765 | 43611             | 18103            | 67913           |
| RAY O'HERRON CO., INC.      | FD UNIFORMS-JIMENEZ                      | 44.95    | 01-25-5765 | 43610             | 18103            | 67913           |
| RAY O'HERRON CO., INC.      | FD UNIFORMS-DUBIK                        | 188.84   | 01-25-5765 | 44418             | 18103            | 67913           |
| RAY O'HERRON CO., INC.      | FD UNIFORMS-JIMENEZ                      | 291.65   | 01-25-5765 | 44224             | 18103            | 67913           |
| ANITA RICHARDSON            | ADJUDICATION HEARINGS-OC                 | 1,637.50 | 01-11-5250 | 201110            | 18562            | 67914           |
| ARLENE ROVNER               | REIMBURSEMENT FOR SUPPLI                 | 14.00    | 01-50-5690 |                   | 18755            | 67915           |
| SAM'S CLUB                  | VLG HALL SUPPLIES                        | 225.79   | 01-10-5690 | 6224              | 19038            | 67916           |
| SAM'S CLUB                  | VLG HALL SUPPLIES                        | 42.39    | 01-10-5690 | 1473              | 19038            | 67916           |
| SAM'S CLUB                  | LETS WIN SUPPLIES                        | 47.67    | 01-20-5560 | 6946              | 19038            | 67916           |
| SCHAEFGES BROTHERS, INC.    | PROJECT @ JAYCEE/EHLERT<br>PARK          | 5,105.70 | 43-00-6350 | 2                 | 19091            | 67917           |
| SCOUT ELECTRIC SUPPLY CO.   | SUPPLIES                                 | 125.80   | 01-30-5690 | 151133            | 19167            | 67918           |
| SIGN UP SIGN CO.            | DATE CHG ON PROJECT NICE<br>BANNERS      | 60.00    | 01-07-5540 | 11344             | 19396            | 67919           |
| STANDARD EQUIPMENT CO.      | SB/21WIRE BLU 4-SEC                      | 918.48   | 01-34-5710 | 68993             | 19616            | 67920           |
| STAPLES ADVANTAGE           | ADM OFFICE SUPPLIES                      | 303.75   | 01-10-5670 | 316169            | 19630            | 67921           |
| STAPLES ADVANTAGE           | ADM OFFICE SUPPLIES                      | 92.31    | 01-10-5670 | 316328            | 19630            | 67921           |
| STAPLES ADVANTAGE           | WS-700M RECORDER                         | 94.37    | 01-10-5670 | 316169            | 19630            | 67921           |
| STAPLES ADVANTAGE           | HR SUPPLIES                              | 82.08    | 01-10-5670 | 316264            | 19630            | 67921           |
| STAPLES ADVANTAGE           | COFFEE MAKER                             | 119.99   | 01-10-5799 | 316264            | 19630            | 67921           |
| STAPLES ADVANTAGE           | CASHIER'S OFFICE SUPPLIE                 | 144.84   | 01-12-5670 | 316264            | 19630            | 67921           |
| STAPLES ADVANTAGE           | PD OFFICE SUPPLIES                       | 111.62   | 01-20-5670 | 316233            | 19630            | 67921           |
| SUBURBAN LABORATORIES, INC. | COLIFORM TEST                            | 128.50   | 61-62-5390 | 12711             | 19805            | 67922           |
| SUBURBAN LABORATORIES, INC. | DISINFECTANT BYPRODUCTS<br>COLIFORM TEST | 240.00   | 61-62-5390 | 13395             | 19805            | 67922           |
| SUBURBAN LABORATORIES, INC. | COLIFORM TEST                            | 130.00   | 61-62-5390 | 13017             | 19805            | 67922           |
| ROMAN SWIERCZYNSKI          | ANNUAL WORK BOOTS ALLOWA                 | 107.24   | 01-30-5700 |                   | 19900            | 67923           |

| VENDOR NAME                    | DESCRIPTION OF EXPENDITURE                        | AMOUNT     | ACCT NO    | INVOICE<br>NUMBER | VENDOR<br>NUMBER | CHECK<br>NUMBER |
|--------------------------------|---|------------|------------|-------------------|------------------|-----------------|
| THOR GUARD, INC.               | THOR GUARD WEATHER SVC<br>ANNUAL SUBS/LICENSE FEE | 500.00     | 01-14-5580 | 31453             | 20287            | 67924           |
| THOMPSON ELEVATOR INSP SVC INC | BRITISH HOME INSP                                 | 286.00     | 01-13-5299 | 113787            | 20595            | 67925           |
| THOMPSON ELEVATOR INSP SVC INC | 4306 BLANCHAN                                     | 43.00      | 01-13-5299 | 113506            | 20595            | 67925           |
| TRAFFIC CONTROL & PROTECTION   | WHITE/RED ARROWS                                  | 141.03     | 01-36-5750 | 70928             | 20731            | 67926           |
| TRAFFIC CONTROL & PROTECTION   | 8A-8P SIGNS FOR NEW SNOW<br>ORDINANCE             | 1,025.22   | 01-36-5750 | 70963             | 20731            | 67926           |
| TRUGREEN CHEMLAWN              | FALL APPL   | 129.15     | 01-33-5655 | 106991            | 20870            | 67927           |
| UNIFORM DEN EAST, INC.         | ISP PACKAGES-CUSTOM HELI                          | 3,169.45   | 01-20-5765 | 22586             | 21430            | 67928           |
| UNIFIRST CORPORATION           | MATS  | 61.34      | 01-30-5515 | 635266            | 21445            | 67929           |
| UNIFIRST CORPORATION           | DPW UNIFORMS                                      | 144.39     | 01-30-5515 | 740844            | 21445            | 67929           |
| UNIFIRST CORPORATION           | DPW UNIFORMS                                      | 144.39     | 01-30-5515 | 742807            | 21445            | 67929           |
| UNIFIRST CORPORATION           | DPW UNIFORMS                                      | 135.90     | 01-30-5515 | 744797            | 21445            | 67929           |
| UNIFIRST CORPORATION           | MATS  | 56.30      | 01-30-5515 | 635265            | 21445            | 67929           |
| VERIZON WIRELESS               | VLG CELL PHONES-DCU                               | 717.20     | 01-14-5580 |                   | 22231            | 67930           |
| VILLAGE OF ROMEOVILLE FIRE     | COLLAPSE OPER CLASS<br>KLOSS & DUBIK              | 1,185.00   | 01-25-5065 | 0221              | 22792            | 67931           |
| WENTWORTH TIRE SERVICE         | TIRES   | 394.94     | 01-34-5710 | 408269            | 23418            | 67932           |
| WSCOPA                         | CHRISTMAS MEETING/LUNCHE                          | 120.00     | 01-20-5625 |                   | 23500            | 67933           |
| WORD SYSTEMS, INC.             | 50% OF AMT DUE FOR<br>RECORDING SYSTEM            | 2,329.00   | 01-19-5310 | 20228             | 23895            | 67934           |
| WORLDPOINT ECC, INC.           | BLS INSTR CRS CARDS                               | 111.00     | 01-25-5640 | 521823            | 23924            | 67935           |
| ZEP MANUFACTURING CO.          | MISC SUPPLIES                                     | 158.55     | 01-25-5510 | 304701            | 26200            | 67936           |
|                                | TOTAL EXPENDITURES                                | 876,729.64 | 1-00-1001  |                   |                  |                 |
|                                |   | =====      |            |                   |                  |                 |

**ORDINANCE NO. 2011-68**

**AN ORDINANCE CANCELLING THE REGULARLY SCHEDULED DECEMBER 26, 2011  
MEETING OF THE BOARD OF TRUSTEES OF THE  
VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 14th DAY OF NOVEMBER 2011.**

Published in pamphlet form by  
Authority of the Corporate  
Authorities of Brookfield, Illinois  
the 14th day of November 2011



**ORDINANCE NO. 2011-68**

**AN ORDINANCE CANCELLING THE REGULARLY SCHEDULED DECEMBER 26, 2011  
MEETING OF THE BOARD OF TRUSTEES OF THE  
VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, the Village of Brookfield, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.*, has adopted a schedule of regular meetings of the board of trustees; and

**WHEREAS**, the adopted schedule of regular meetings of the board of trustees provides for meetings to be held on the fourth Monday of December 2011; and

**WHEREAS**, the board of trustees of the Village of Brookfield has determined that their legislative deliberations do not require the holding of the regular meetings of the board of trustees scheduled for the fourth Monday of December 2011.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Brookfield as follows:

**Section 1. Recitals.**

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2. Cancellation of December 26, 2011 Meetings.**

The regular meetings of the board of trustees and the regular meetings of the committee of the whole of the board of trustees heretofore scheduled for the fourth Monday of December 2011 be and are hereby cancelled.

**Section 3. Approval of Warrants by Finance Chairman.**

The finance chairman be and is hereby authorized to approve any and all necessary warrants for expenditures for the remainder of the month of December 2011, which warrants were not previously approved and which warrants shall be presented for ratification at the next regularly scheduled meeting of the board of trustees on January 9, 2012.

**Section 4. Publication.**

The Village Clerk be and is hereby authorized and directed to publish notice of this change in the regular meeting dates of the board of trustees in a newspaper of general circulation in the Village of Brookfield at least ten (10) days prior to December 26, 2011. In addition, the Village Clerk be and is hereby authorized and directed notify those news media which have filed an annual request for notice as provided in the Illinois Open Meetings Act.

**Section 5. Effective Date.**

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

**ADOPTED** this 14th day of November 2011 pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 14th day of November 2011.

\_\_\_\_\_  
Michael J. Garvey, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this 14th day of November 2011

\_\_\_\_\_  
Brigid Weber, Clerk of the Village  
of Brookfield, Cook County, Illinois



# Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688  
(708) 485-7344 • FAX (708) 485-4971  
[www.brookfieldil.gov](http://www.brookfieldil.gov)

VILLAGE PRESIDENT  
Michael J. Garvey

VILLAGE CLERK  
Brigid Weber

BOARD OF TRUSTEES  
Catherine A. Colgrass-Edwards  
Ryan P. Evans  
C.P. Hall, II  
Kit P. Ketchmark  
Brian S. Oberhauser  
Michael A. Towner

VILLAGE MANAGER  
Riccardo F. Ginex

MEMBER OF  
Illinois Municipal League  
Proviso Township  
Municipal League  
West Central  
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

## NOTICE OF MEETING CANCELLATION

Village of Brookfield  
Brookfield, IL  
60513

The regular meeting of the Board of Trustees and the regular meeting of the Committee  
of the Whole of the Board of Trustees scheduled for the fourth Monday of  
December 26, 2011 be and are hereby cancelled.

The next Village Board of Trustees will meeting will be on Monday, January 9, 2012.

The meeting shall be convened at 6:30 p.m. and the Committee of the Whole meeting  
shall be convened at such time as the Board of Trustees meeting is adjourned but not  
earlier than 6:35 p.m.

---

Brigid Weber  
Village Clerk

November 14, 2011

**ORDINANCE NO. 2011 - 69**

**AN ORDINANCE AMENDING CHAPTER 22 OF THE  
VILLAGE OF BROOKFIELD CODE OF ORDINANCES  
BY ADDING THERETO SECTION 22-6 ENTITLED "BAIL PROCESSING FEE"**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 14<sup>th</sup> DAY OF NOVEMBER 2011**

Published in pamphlet form by  
Authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 14<sup>th</sup> day of November 2011.

**ORDINANCE NO. 2011 - 69**

**AN ORDINANCE AMENDING CHAPTER 22 OF THE  
VILLAGE OF BROOKFIELD CODE OF ORDINANCES  
BY ADDING THERETO SECTION 22-6 ENTITLED "BAIL PROCESSING FEE"**

**WHEREAS**, pursuant to Public Act 097-0368, codified as Section 1-2-12.1 of the Municipal Code (65 ILCS 5/1-2-12.1), all municipalities are expressly authorized to impose a fee, not to exceed twenty dollars (\$20.00) for bail against any person arrested for violations of bailable municipal ordinances or state or federal laws;

**WHEREAS**, the corporate authorities of the Village of Brookfield find that the Village incurs administrative costs in the arrest, processing and bonding persons charged with such liable offenses; and

**WHEREAS**, the corporate authorities of the Village of Brookfield further find that it is desirable, necessary and in the best interest of the Village to pass on to those persons arrested and charged with bailable offenses, a portion of the administrative costs incurred by the Village;

**NOW, THEREFORE, BE IT ORDAINED** by the President and the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

**Section 1.** Chapter 22 entitled "Police" of the Village of Brookfield Code of Ordinances, as amended, is hereby further amended by adding thereto Section 22-6 to read as follows:

Section 22-6. Bail Processing Fee.

(a) An administrative bail processing fee of twenty dollars (\$20.00) be and is hereby imposed against any person arrested and charged with a violation

of any bailable Village of Brookfield ordinance, state or federal law. The bail processing fee shall be collected when such arrestee posts bail or bond.

(b) All bail processing fees collected shall be paid over to the General Corporate Fund of the Village of Brookfield.

**Section 2.** Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

**Section 3.** Any and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are expressly repealed solely to the extent of such conflict.

**ADOPTED** this 14<sup>th</sup> day of November 2011, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 14<sup>th</sup> day of November 2011.

\_\_\_\_\_  
Michael J. Garvey, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office  
and published in pamphlet form  
this 14<sup>th</sup> day of November 2011.

\_\_\_\_\_  
Brigid Weber, Clerk of the Village  
Of Brookfield, Cook County, Illinois

**ORDINANCE NO. 2011- 70**

**AN ORDINANCE AMENDING SECTION 18-146.07 OF CHAPTER 18 OF  
CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS,  
RESTRICTING PARKING AT CERTAIN TIMES ON THE  
EAST SIDE OF THE 3700 BLOCK OF PRAIRIE AVENUE**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 14<sup>TH</sup> DAY OF NOVEMBER 2011**

Published in pamphlet form by  
Authority of the Corporate  
Authorities of Brookfield, Illinois  
the 14<sup>th</sup> day of November 2011



**ORDINANCE NO. 2011- 70**

**AN ORDINANCE AMENDING SECTION 18-146.07 OF CHAPTER 18 OF  
CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS,  
RESTRICTING PARKING AT CERTAIN TIMES ON THE  
EAST SIDE OF THE 3700 BLOCK OF PRAIRIE AVENUE**

**WHEREAS**, Section 11-208(a)(1) of the Illinois Vehicle Code (625 ILCS 5/11-208(a)(1)) authorizes the corporate authorities of the Village of Brookfield to regulate the parking of motor vehicles within the village; and

**WHEREAS**, the corporate authorities of the Village of Brookfield deem it necessary, desirable and in the public interest to amend Section 18-146.07 of Chapter 18 of the Code of Ordinances, Brookfield, Illinois, to restrict parking on a portion of the 3700 block of Prairie Avenue between the times of 7:00 a.m. and 9:00 a.m.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Brookfield, Illinois as follows:

**Section 1. Recitals.**

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2: Amendment of Code of Ordinances.**

Section 18-146.07 entitled, "Areas Designated" of the Code of Ordinances, Brookfield, Illinois, as amended, be and is hereby further amended to read as follows:

**SEC. 18-146.07. Areas Designated**

It shall be unlawful for any person to park any vehicle at any of the following places in the Village without properly displaying an appropriate emblem as issued by the Village at the times herein specified:

(a) Between 7:00 a.m. and 9:00 a.m. Monday through Friday:

(1) On the east side of Arden Avenue from Parkview Avenue to its

intersection with Brookfield Avenue.

- (2) On the east side of Blanchan Avenue beginning at a point fifty feet north of the first alley north of Ogden Avenue and continuing to the Burlington Northern Railroad right of way.
- (3) On the north side of Brookfield Avenue from Arden Avenue to the intersection of Hollywood Avenue.
- (4) On the north side of Brookfield Avenue from Woodside Avenue continuing east to the Village limits.
- (5) On the north side of Brookfield Avenue from Park Avenue to Maple Avenue.
- (6) On both the north and south sides of Burlington Avenue from Forest Avenue to Grove Avenue.
- (7) On the north side of Burlington Avenue from Sunnyside Avenue to Oak Avenue.
- (8) On the north side of Burlington Avenue from Maple Avenue to Raymond Avenue.
- (9) On the south side of Burlington Avenue from DuBois Boulevard to a point 150 feet west thereof.
- (10) On the south side of Burlington Avenue from Maple Avenue to Oak Avenue.
- (11) On both the east and west sides of Cleveland Avenue from Fairview to Southview Avenue.
- (12) On the east and west sides of Deyo Avenue from Burlington Avenue to the first alley north of Ogden Avenue.
- (13) On both the east and west sides of DuBois Boulevard from Burlington Avenue to the first alley south of Ogden Avenue.
- (14) On both the east and west sides of Elm Avenue from Brookfield Avenue to Fairview Avenue.
- (15) On the north side of Fairview Avenue from a point 165 feet west of its intersection with Sunnyside Avenue to Maple Avenue.
- (16) On the south side of Fairview Avenue from Sunnyside Avenue to Maple

Avenue.

(17) On both the east and west sides of Forest Avenue from the first alley north of Brookfield Avenue to Lincoln Avenue.

(18) On both the east and west sides of Forest Avenue from Burlington Avenue to the first alley north of Ogden Avenue.

(19) On both the east and west sides of Grand Boulevard from a point 125 feet north of Grant Avenue to Lincoln Avenue.

(20) On the south side of Grant Avenue from the first alley west of Prairie Avenue to the first alley east of Grand Boulevard.

(21) On both the east and west sides of Grove Avenue from Burlington Avenue to Windemere Avenue.

(22) On both the east and west sides of Harrison Avenue from Fairview Avenue to Southview Avenue.

(23) On both the east and west sides of Hollywood Avenue from Riverside Drive to Greenview Avenue.

(24) On both the east and west sides of Madison Avenue from Burlington Avenue to Windemere Avenue.

(25) On both the east and west sides of McCormick Avenue from Brookfield Avenue to Parkview Avenue.

(26) On both the east and west sides of Morton Avenue from Fairview Avenue to Southview Avenue.

(27) On both the east and west sides of Oak Avenue from Burlington Avenue to Windemere Avenue.

(28) On both the east and west sides of Park Avenue from Brookfield Avenue to Sheridan Avenue.

(29) On both the east and west sides of Prairie Avenue from Grant Avenue to Lincoln Avenue.

(30) On both the east and west sides of Prairie Avenue from Windemere Avenue to the first alley south of Burlington Avenue.

(31) On both the east and west sides of Raymond Avenue from Burlington Avenue to the first alley north of Ogden Avenue.

- (32) On both the east and west sides of Rosemead Avenue from Riverside Drive to Greenview Avenue.
- (33) On the east side of Rosemead Avenue from Brookfield Avenue continuing to its intersection with Parkview Ave.
- (34) On both the north and south sides of Sheridan Avenue from Sunnyside Avenue to Park Avenue.
- (35) On both sides of Southview Avenue from Sunnyside Avenue to Burlington Avenue.
- (36) On both the east and west sides of Sunnyside Avenue from Grand Blvd. to Fairview Avenue.
- (37) On both the east and west sides of Sunnyside Avenue from Burlington Avenue to Windemere Avenue.
- (38) On both the east and west sides of Vernon Avenue from Grant Avenue to Lincoln Avenue.
- (39) On both the east and west sides of Vernon Avenue from Burlington Avenue to Windemere Avenue.
- (40) On the north and south sides of Windemere Avenue from Raymond Avenue to Madison Avenue.
- (41) On the north and south sides of Windemere Avenue from Forest Avenue to Custer Avenue.
- (42) On the west side of Woodside Avenue from Brookfield Avenue to Parkview Avenue.
- (43) On the east side and west sides of Sunnyside Avenue from the first alley located on Sunnyside north of the street intersection with Grant Avenue and continuing to the intersection with Lincoln Avenue.
- (44) On the east and west sides of Grand Boulevard from a point 150 feet north of the street intersection with Grant Avenue to the intersection with Lincoln Avenue.
- (45) On the north and south sides of Lincoln Avenue from Prairie Avenue to Park Avenue.
- (46) On the south side of Grant Avenue, beginning at its intersection with Grand Boulevard and continuing to the first alley east therefrom.

(47) On both the east and west sides of Dubois Avenue from Rochester Avenue to the first alley south of Ogden Avenue.

(48) On both the east and west sides of Prairie Avenue from Grant Avenue south to the south property line of 3725 Prairie Avenue on the east side and to the south property line of 3724 Prairie Avenue on the west side of Prairie Avenue.

(b) Between 2:00 a.m. and 9:00 a.m. Monday through Sunday:

(1) On both the north and south side of Brookfield Avenue from Woodside Avenue to the easterly limits of the Village.

(2) On the north side of Greenview Avenue from Woodside Avenue to the east limits of the Village.

(3) On the south side of Riverside Drive from the first alley west of Rosemead Avenue to the east limits of the Village.

(4) On the east side of Woodside Avenue from Brookfield Avenue to Parkview Avenue.

(5) On both the east and west sides of Woodside Avenue from Riverside Drive to Greenview Avenue.

(c) Between 7:00 a.m. and 9:00 a.m. and between 10:00 p.m. and midnight Monday through Friday:

(1) On the north and south sides of Southview Avenue from Prairie Avenue to Sunnyside Avenue.

(d) Between 7:00 a.m. and 9:00 a.m. Monday through Friday and between 9:00 p.m. and 2:00 a.m. Monday through Sunday:

(1) On both the east and west sides of Hollywood Avenue from Brookfield Avenue to Parkview Avenue.

(e) Between 8:00 a.m. and 4:00 p.m. Monday through Friday:

(1) On the east side of Madison Avenue from Congress Park Avenue to Shields Avenue.

**Section 3: Signage.** The Village Manager be and is hereby authorized and directed to cause appropriate signage to be erected, as necessary, in the appropriate

locations to notify the drivers of motor vehicles of the prohibition of parking established by this Ordinance.

**Section 4: Repealer.** All ordinances or parts of ordinances in conflict with these ordinance revisions and additions are repealed, insofar as a conflict may exist.

**Section 5. Effective Date.**

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form and following the erection of appropriate signage as authorized herein and required by law.

**ADOPTED** this 14<sup>th</sup> day of November 2011 pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 14<sup>th</sup> day of November 2011.

\_\_\_\_\_  
Michael J. Garvey, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this 14<sup>th</sup> day of November 2011.

\_\_\_\_\_  
Brigid Weber, Clerk of the Village  
of Brookfield, Cook County, Illinois

**RESOLUTION NO. R-2011 – 857**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE  
CONTRACT FOR ONE- AND TWO-FAMILY UNITS OF BROOKFIELD RESIDENTIAL  
COLLECTION AND TRANSPORTATION OF MUNICIPAL WASTE BETWEEN  
GROOT INDUSTRIES, INC. AND THE VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 14<sup>TH</sup> DAY OF NOVEMBER, 2011.**

Published in Pamphlet Form by  
Authority of the Corporate  
Authorities of the Village of  
Brookfield, Illinois, this  
14<sup>th</sup> Day of November, 2011.



RESOLUTION NO. R-2011 – 857

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT FOR ONE- AND TWO-FAMILY UNITS OF BROOKFIELD RESIDENTIAL COLLECTION AND TRANSPORTATION OF MUNICIPAL WASTE BETWEEN GROOT INDUSTRIES, INC. AND THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, the Illinois Municipal Code (65 ILCS 5/11-19-1), authorizes the corporate authorities to enter into exclusive contracts for the collection and hauling of garbage, refuse and waste;

**WHEREAS**, Section 13-3 of the Code of Ordinances, Village of Brookfield, Illinois, provides that the rates for collection of general refuse, yard waste and recyclable materials from residential units be established at any given time by contract entered into by the Village and any qualified contractor;

**WHEREAS**, the Village of Brookfield (the "Village") and Groot Industries, Inc. (the "Contractor") have entered into a Contract for One- and Two-Family Units of Brookfield Residential Collection and Transportation of Municipal Waste effective as of August 1, 2009, (hereinafter referred to as the "Waste Hauling Contract") granting the Contractor the exclusive privilege and franchise for the collection and transport of residential solid waste, and the collection, transport and processing of recyclable materials and disposal of landscape waste from residential single-family and two-family dwelling units; and

**WHEREAS**, the Village and the Contractor desire to modify the rates for collection of general refuse, yard waste and recyclable materials;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

**Section 1:** It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield enter into an Amendment to the Waste Hauling Contract with Groot Industries, Inc. modifying the rates charged to residents.

**Section 2:** The President be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest and to place the municipal seal on an Amendment to the Waste Hauling Contract by and between Groot Industries, Inc. and the Village of Brookfield, Illinois, which amendment is attached hereto as Exhibit "A."

**Section 3:** This Resolution shall take effect upon its passage and approval in pamphlet form.

**ADOPTED** this 14<sup>th</sup> day of November, 2011, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 14<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Michael J. Garvey, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
this 14<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Brigid Weber, Clerk of the Village  
of Brookfield, Cook County, Illinois

## EXHIBIT "A"

### AMENDMENT TO THE CONTRACT FOR ONE- AND TWO-FAMILY UNITS OF BROOKFIELD RESIDENTIAL COLLECTION AND TRANSPORTATION OF MUNICIPAL SOLID WASTE

This Amendment made this 14<sup>th</sup> day of November, 2011 to the Contract for One- and Two-Family Units of Brookfield Residential Collection and Transportation Municipal Solid Waste having an effective date of August 1, 2009 (the "Waste Hauling Contract") between the Village of Brookfield, Illinois, an Illinois municipal corporation (the "Village"), and Groot Industries, Inc., an Illinois corporation (the "Contractor") amends and modifies the terms and conditions of the Waste Hauling Contract. The terms and conditions of this Amendment are hereby incorporated into the Waste Hauling Contract. To the extent that the terms and conditions of this Amendment are inconsistent with the terms and conditions of the Waste Hauling Contract, the terms and conditions of this Amendment shall supersede the inconsistent terms and conditions of the Waste Hauling Contract.

The Contract for One- and Two-Family Units of Residential Collection and Transportation Municipal Solid Waste is hereby amended as hereinafter set forth:

1. Article IV entitled "Residential Collection Services" is amended by adding thereto Section D entitled "Rates for Residential Collection" to read as follows:

D. Rates for Residential Collection:

Effective January 1, 2012, the rates charged by the Village for the residential collection of general refuse, yard waste and recyclables shall be as follows:

| Single-Family Dwellings:    | <u>Per Month</u> | <u>Per Quarter</u><br><u>Year</u> | <u>Per Year</u> |
|-----------------------------|------------------|-----------------------------------|-----------------|
| General Refuse              | \$17.04          | \$51.12                           | \$204.48        |
| Disposal/Administrative Fee | 4.58             | 13.74                             | 54.96           |
| Yard Waste                  | <u>5.22</u>      | <u>15.66</u>                      | <u>62.64</u>    |
| TOTAL                       | \$26.84          | \$80.52                           | \$322.08        |

| Two-Family Units:           | <u>Per Month</u> | <u>Per Quarter</u><br><u>Year</u> | <u>Per Year</u> |
|-----------------------------|------------------|-----------------------------------|-----------------|
| General Refuse              | \$34.08          | \$102.24                          | \$408.96        |
| Disposal/Administrative Fee | 9.16             | 27.48                             | 109.92          |
| Yard Waste                  | <u>5.22</u>      | <u>15.66</u>                      | <u>62.64</u>    |
| TOTAL                       | \$48.46          | \$145.38                          | \$581.52        |

2. The remaining terms and conditions of the Waste Hauling Contract unaffected by this Amendment are hereby ratified and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date first set forth above.

Village:

Contractor:

Village of Brookfield

Groot Industries, Inc.

By: \_\_\_\_\_  
Michael J. Garvey, Village President

By: \_\_\_\_\_  
Larry Groot, President

ATTEST:

By: \_\_\_\_\_  
Brigid Weber, Village Clerk

By: \_\_\_\_\_  
Lee Brandsma, Secretary

RESOLUTION NO. R - 2011 - 858

**A RESOLUTION AUTHORIZING THE COLLECTION OF PUBLIC, EDUCATIONAL,  
AND GOVERNMENTAL ACCESS CAPITAL FEES PURSUANT TO A NON-  
EXCLUSIVE CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN COMCAST  
OF ILLINOIS/INDIANA AND THE VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 14th DAY OF NOVEMBER 2011**

RESOLUTION NO. R - 2011 - 858

**A RESOLUTION AUTHORIZING THE COLLECTION OF PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS CAPITAL FEES PURSUANT TO A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN COMCAST OF ILLINOIS/INDIANA AND THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996, Section 5/11-42-11 of the Illinois Municipal Code (65 ILCS 5/11-42-11), and Chapter 34, Article I of the Village Code of the Village of Brookfield, the Village of Brookfield (hereinafter the "Village") is authorized to license, franchise and tax the business of operating cable television systems;

**WHEREAS**, Comcast of Illinois/Indiana, a Florida general partnership (hereinafter "Comcast") is a party to a cable television franchise agreement to provide cable television service in the Village;

**WHEREAS**, on October 14, 2010 the Village renewed its Cable Television Franchise Agreement (hereinafter the "Agreement") with Comcast subject to certain amended terms and conditions; and

**WHEREAS**, pursuant to Section 8.5 of the Agreement, Comcast has agreed to collect a P.E.G. Capital Support Fee from its customers, upon request of the Village, to finance certain capital expenditures made by the Village of Brookfield in furtherance of the provision of Public, Educational, and Governmental ("P.E.G.") programming on Comcast's cable system;

**WHEREAS**, the Village of Brookfield has undertaken to update its current broadcasting capability to allow for broadcast on the Comcast cable network and for modern programming and access by schools, governmental entities, and the public,

through the installation of fiber optic cable and certain broadcasting equipment at the Brookfield Village Hall as described in the invoice attached hereto as Exhibit "A"; and

**WHEREAS**, the cost of equipment upgrades to allow for the modernization of the Village's P.E.G. broadcasting capability will cost approximately Twelve Thousand Seven Hundred Sixteen Dollars and Eighty Six Cents (\$12,716.86); and

**WHEREAS**, the Village of Brookfield intends to finance the cost of the equipment upgrades through the collection of a P.E.G. Capital Support Fee from the customers of Comcast residing in the Village of Brookfield who will benefit from the additional P.E.G. programming capability of the Village.

**NOW, THEREFORE**, be it resolved by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

**Section 1:** It is hereby determined that it is advisable, necessary and in the public interest that, pursuant to Section 8.5 of the Cable Television Franchise Agreement by and between the Village of Brookfield and Comcast of Illinois/Indiana dated October 14, 2010, the Village of Brookfield direct Comcast of Illinois/Indiana to collect, from the customers of Comcast of Illinois/Indiana residing in the Village of Brookfield, a monthly Capital Support Fee of Thirty Five Cents (\$.35) per customer. The collection of said Capital Support Fee shall terminate upon the earliest of the following events; (1) at such time as the equipment upgrades contained in the attached Exhibit "A" are fully financed, (2) at such time as the total amount collected exceed Twelve Thousand Seven Hundred Sixteen Dollars and Eighty Six Cents (\$12,716.86), or (3) following the imposition of the Capital Support Fee for a period of twelve (12) months.

**Section 2:** The officials, officers, employees and agents of the Village are authorized and directed to take such actions and execute such documents as are

necessary to carry out the purpose, intent and terms of this Ordinance.

**Section 3:** This Resolution shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 14th day of November 2011, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 14th day of November 2011.

\_\_\_\_\_  
Michael J. Garvey, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office  
this 14th day of November 2011.

\_\_\_\_\_  
Brigid Weber, Clerk of the Village  
of Brookfield, Cook County, Illinois



**Exhibit "A"**

**INVOICE FOR PUBLIC, EDUCATIONAL, AND GOVERNMENTAL BROADCAST  
EQUIPMENT UPGRADES AND INSTALLATION  
PREPARED BY COMCAST OF ILLINOIS/INDIANA**



# Construction Invoice

Date: April 5, 2011

Justification: Fiber Optic PEG Channel

City: Brookfield

Project Name: Fiber Optic PEG Channel

Project Location: 8820 Brookfield Avenue

Project Type: Fiber Optic PEG Channel

Desired Start Date:

For Comcast: Doug Stewart

Coordinator (Comcast):

Coordinator (Contractor): Bob Mellone

For the Client:

Requested by: Keith Sbiral

Company Name: Village of Brookfield

E-Mail:

Invoice #: 11050

PO #:

Budget #: 14030

Business Unit/Division: Central Division

Region: Chicago Region (CHI000)

Entity: 000630 (West Chicago, IL)

Expected Completion Date:

Business Phone #: (847) 789-0790

Business Phone #:

Business Phone #: (630) 876-0003

Company Fax #: (708) 485-4917

Company Phone #: (708) 485-7344

Company Address: 8820 Brookfield Avenue

Brookfield, IL 60513

## Project Description:

Install approx. 2,000 of an aerial fiber optic cable, and bury approx. 300 ft. of conduit necessary to service the village hall with a Fiber Optic PEG Channel. These costs also include the necessary fiber optic receiver & transmitter needed.

## Special Instructions:

### ENGINEERING FEES

Internal

Contract \$ 393.75

Sub Total Engineering Fees \$ 393.75

### INTERNAL LABOR COST

Sub Total Internal Vehicle & Labor

Sub Total Internal Labor \$ 956.57

Total Internal Labor \$ 956.57

### CONTRACT LABOR COST

Sub Total Contract Labor \$ 6,780.59

### MATERIAL COST

Total Cable & Material \$ 4,585.95

**TOTAL PROJECT COST \$12,716.86**

Prepared by: Douglas R. Stewart

Preparer's Title: Construction Manager

Approved by: Robert L. Schuler, Jr.

Approver's Title: Right-Of-Way Manager Greater Chicago Market

Approver's Signature:

Date Approved: April 5, 2011

I, the client, in contracting Comcast Cable Communications Inc., to perform the services and to provide all necessary materials, agree to pay for the actual materials and services used in completing this project and will remit the Total Project Cost amount along with the signed/approved Construction Cost Estimate. I also understand that I may be separately invoiced for construction costs that may exceed the Total Project Cost, but only for an amount up to 10% additional to the Total Project Cost.

Accepted by: Developer/Representative/Owner

Acceptance Date:

Legal Business Name:

Business Address:

Contact Name:

Title:

Please remit check and ONE signed original as follows:

Comcast Cable Communications, Inc.  
Attn: Mr. Robert L. Schuler, Jr.  
688 Industrial Drive  
Elmhurst, IL 60126

Phone No.: (630) 600-6347

RESOLUTION NO. R – 2011 – 859

A RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING  
CERTAIN EXPENDITURES TO BE REIMBURSED FROM THE SPECIAL  
TAX ALLOCATION FUND FOR AND/OR FROM PROCEEDS OF AN  
OBLIGATION ISSUED, IF ANY, IN CONNECTION WITH A PROPOSED TAX  
INCREMENT FINANCING DISTRICT COMMONLY DESCRIBED AS THE  
CONGRESS PARK REDEVELOPMENT PROJECT AREA

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 14<sup>th</sup> DAY OF NOVEMBER, 2011

**A RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING  
CERTAIN EXPENDITURES TO BE REIMBURSED FROM THE SPECIAL  
TAX ALLOCATION FUND FOR AND/OR FROM PROCEEDS OF AN  
OBLIGATION ISSUED, IF ANY, IN CONNECTION WITH A PROPOSED TAX  
INCREMENT FINANCING DISTRICT COMMONLY DESCRIBED AS THE  
CONGRESS PARK REDEVELOPMENT PROJECT AREA**

**WHEREAS**, the Village of Brookfield (the Village) is contemplating the formation of a tax increment financing district commonly described as the Congress Park Redevelopment Project Area (the District) for certain real property legally described in Exhibit A, attached hereto and made a part hereof; and

**WHEREAS**, certain expenditures relating to projects to be undertaken in the District (Projects) have been paid within sixty (60) days prior to or after the passage of this Resolution, including, but not limited to, eligible Redevelopment Project Costs (the Expenditures) defined by the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the Act), and such Expenditures may be initially paid from the general fund of the Village or by others; and

**WHEREAS**, the Village reasonably expects to reimburse itself or by others for the Expenditures from the Special Tax Allocation Fund for the District and/or with proceeds of an obligation to be issued by the Village, if any.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

**Section 1.** That the foregoing recitals are incorporated herein by this express reference.

**Section 2.** That the Village reasonably expects to reimburse the Expenditures from the Special Tax Allocation Fund for the District and/or with proceeds of an

obligation to be issued by the Village, if any.

**Section 3.** That the maximum principal amount of such obligation expected to be issued, if any, for reimbursement of the Expenditures in connection with the Project is \$3,000,000.00.

**Section 4.** That this Resolution is a declaration of official intent under Treas. Reg. Section 1.150-2 and under the Act.

**Section 5.** That the officials, officers and employees of the Village are hereby authorized to take further actions as are necessary to carry out the intent and purpose of this Resolution.

**Section 6.** That this Resolution shall be in full force and effect immediately upon its passage in the manner provided by law.

**ADOPTED** this 14th day of November, 2011, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

**APPROVED** by me this 14th day of November, 2011.

\_\_\_\_\_  
Michael J. Garvey, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office  
this 14th day of November, 2011.

\_\_\_\_\_  
Brigid Weber, Clerk of the Village of Brookfield  
Cook County, Illinois



## EXHIBIT A

### **LEGAL DESCRIPTION OF PROPOSED CONGRESS PARK REDEVELOPMENT PROJECT AREA**

THAT PART OF LOTS, STREETS, AND VACATED ALLEYS IN WEST GROSSDALE, BEING A SUBDIVISION IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 25 IN BLOCK 3 IN WEST GROSSDALE;

THENCE NORTHWESTERLY, ALONG THE SOUTHERLY LINE OF LOT 25 AND THE WESTERLY EXTENSION THEREOF, TO THE CENTER LINE OF A VACATED NORTH-SOUTH ALLEY IN BLOCK 3;

THENCE NORTHERLY, ALONG SAID CENTER LINE, TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE EXTENDED, OF AN EAST-WEST ALLEY LYING SOUTHERLY OF LOTS 1 TO 7 IN BLOCK 3;

THENCE NORTHWESTERLY TO THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 3;

THENCE NORTHEASTERLY, ALONG THE EAST LINE OF LOT 4, 123.00 FEET TO THE NORTHEAST CORNER OF LOT 4, SAID POINT BEING ON THE SOUTH LINE OF BURLINGTON AVENUE;

THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF BURLINGTON AVENUE, BEING ALSO THE NORTH LINE OF LOT 4, 5, 6, 7 AND PARK LAND IN BLOCK 3, TO THE NORTHERLY LINE OF BURLINGTON AVENUE, SAID LINE BEING ALSO THE SOUTHERLY LINE OF RAILROAD PROPERTY;

THENCE NORTHEASTERLY, ALONG THE NORTHERLY LINE OF BURLINGTON AVENUE AND SOUTHERLY LINE OF RAILROAD PROPERTY, 104.63 FEET TO THE WESTERLY CORNER OF BLOCK 31 AS DEPICTED ON THE PLAT OF WEST GROSSDALE;

THENCE EASTERLY, ALONG THE SOUTHERLY LINE OF BLOCK 31, BEING AN ARC OF CIRCLE HAVING A RADIUS OF 192 FEET AND CONVEX TO THE SOUTHEAST TO THE EASTERLY CORNER OF BLOCK 31, SAID CORNER BEING ON A LINE THAT IS THE NORTHERLY LINE OF BURLINGTON AVENUE AND SOUTHERLY LINE OF RAILROAD PROPERTY;

THENCE NORTHEASTERLY, ALONG THE NORTHERLY LINE OF BURLINGTON AVENUE AND SOUTHERLY LINE OF RAILROAD PROPERTY TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF BLOCK 1 IN WEST GROSSDALE ;

THENCE SOUTH, ALONG SAID EXTENDED LINE, TO THE NORTHWEST CORNER OF LOT 10 IN BLOCK 1, SAID CORNER BEING ON THE SOUTHERLY LINE OF BURLINGTON AVENUE;

THENCE SOUTHWESTERLY, CROSSING DEYO AVENUE, TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN WEST GROSSDALE;

THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF BURLINGTON AVENUE, BEING ALSO THE NORTHERLY LINE OF LOTS 1 THRU 9 IN BLOCK 2, TO A POINT OF TANGENCY ON THE WEST LINE OF LOT 9, SAID POINT BEING ON THE EAST LINE OF DU BOIS AVENUE;

THENCE SOUTHERLY, ALONG THE WEST LINE OF BLOCK 2 AND THE EAST LINE OF DU BOIS AVENUE TO THE SOUTH LINE OF THE NORTH 20 FEET OF LOT 14 IN BLOCK 2;

THENCE WESTERLY, CROSSING DU BOIS AVENUE, TO THE NORTHEAST CORNER OF LOT 25 IN BLOCK 3 IN WEST GROSSDALE;

THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 25, BEING ALSO THE WEST LINE OF DU BOIS AVENUE, 27.40 FEET TO THE SOUTHEAST CORNER OF LOT 25 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, ALL IN THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS.

**RESOLUTION NO. R – 2011 - 862**

**A RESOLUTION APPOINTING ADMINISTRATIVE  
HEARING OFFICERS TO PRESIDE AT ADMINISTRATIVE  
HEARINGS FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 14<sup>TH</sup> DAY OF NOVEMBER 2011**



## **RESOLUTION NO. R – 2011-862**

### **A RESOLUTION APPOINTING ADMINISTRATIVE HEARING OFFICERS TO PRESIDE AT ADMINISTRATIVE HEARINGS FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, pursuant to express authority granted by section 11-208.7 of the Illinois Vehicle Code (625 ILCS 5/11-208.7), the corporate authorities of the Village of Brookfield are empowered to provide by ordinance for procedures for impounding motor vehicles and for the imposition of a reasonable administrative fee related to its administrative and processing costs associated with the investigation, arrest and detention of an offender, or the removal, impoundment or storage and release of the impounded motor vehicle;

**WHEREAS**, the corporate authorities of the Village of Brookfield have provided for a procedure for the seizure and impoundment of motor vehicles used in the commission of certain offenses which includes provisions for administrative hearings as to the propriety of motor vehicle seizures all as codified as Chapter 18, Article XII of the Village Code of Ordinances of the Village of Brookfield;

**WHEREAS**, Chapter 18, Article XII of the Village Code of Ordinances of the Village of Brookfield provides that an attorney licensed to practice law in the State of Illinois for a period in excess of three (3) years, shall be appointed to serve as a hearing officer and preside at the administrative hearings related to the seizure and impoundment of motor vehicles used in the commission of certain criminal offenses;

**WHEREAS**, Peter Pacione and Michael R. Durkin are attorneys licensed to practice law in the State of Illinois and have been so licensed for a period in excess of three (3) years; and

**WHEREAS**, the corporate authorities of the Village of Brookfield have determined that it is necessary, proper and in the best interest of the Village to appoint Peter Pacione and Michael R. Durkin as Administrative Hearing Officers to preside at Village of Brookfield administrative hearings;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

**Section 1.** The corporate authorities of the Village of Brookfield hereby incorporate the foregoing preamble clauses into this resolution.

**Section 2.** The Village President hereby appoints Attorney Peter Pacione and Attorney Michael R. Durkin to the position of Administrative Hearing Officer for the Village of Brookfield, to preside at administrative adjudication hearings subject to the approval of the corporate authorities.

**Section 3.** The corporate authorities of the Village of Brookfield hereby approve the appointment of Peter Pacione and Michael R. Durkin to the position of Administrative Hearing Officer for the purpose of presiding at administrative adjudication hearings for the Village of Brookfield.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**Section 4.** This resolution shall be in full force and effect upon its passage and approval in accordance with law.

**ADOPTED** this 14<sup>th</sup> day of November 2011, pursuant to a role call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

**APPROVED** by me this 14<sup>th</sup> day of November 2011.

---

Michael J. Garvey, President of the Village of  
Brookfield, Cook County, Illinois

ATTESTED and FILED in my office this  
14<sup>th</sup> day of November 2011.

---

Brigid Weber, Clerk of the Village  
of Brookfield, Cook County, Illinois

**RESOLUTION NO. R-2011 - 860**

**A RESOLUTION DETERMINING THE ESTIMATED PROPERTY TAXES  
TO BE LEVIED FOR THE 2011 TAX YEAR OF  
THE VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 14<sup>th</sup> DAY OF NOVEMBER 2011**

**RESOLUTION NO. R -2011 – 860**

**A RESOLUTION DETERMINING THE ESTIMATED PROPERTY TAXES  
TO BE LEVIED FOR THE 2011 TAX YEAR OF  
THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, the Truth-in-Taxation Law, (*35 ILCS 200/18-55 et seq.*) requires corporate authorities to determine the amounts of money, exclusive of any portion attributable to the cost of conducting an election required by the Election Code, estimated to be necessary to be raised by taxes from year to year;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Brookfield as follows:

**Section 1. Determination of Estimate of Taxes to be Levied.**

The corporate authorities of the Village of Brookfield, Illinois, do hereby determine that the estimated aggregate tax levy amount for the 2011 tax year, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, is \$10,063,067.

**Section 2. Public Hearing.**

A public hearing on the intent to adopt the aggregate tax levy for the 2011 tax year is hereby set to be held on, Monday, December 12, 2011, at the hour of 6:15 p.m., in the Edward Barcall Hall in the Municipal Building, 8820 Brookfield Avenue, Brookfield, Illinois.

**Section 3. Notice.**

The notice of the time and place of such public hearing shall be prepared and published in the *Landmark* newspaper (published by Wednesday Journal, Inc.) not more

than 14 days nor less than 7 days before the date of the public hearing in the form and manner provided by law.

**Section 4. Effective Date.**

This Resolution shall take effect upon its passage, approval in the manner provided by law, and publication in pamphlet form.

**ADOPTED** this 14<sup>th</sup> day of November 2011, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 14<sup>th</sup> day of November 2011.

\_\_\_\_\_  
Michael J. Garvey, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
this 14<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Brigid Weber, Clerk of the Village  
of Brookfield, Cook County, Illinois

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

**Certificate of Compliance  
With the Truth In Taxation Law**

I, Michael Garvey, the duly qualified and presiding officer of the Village of Brookfield, Cook County, Illinois do hereby certify that the 2011 tax levy ordinance (Ordinance No. 2011-\_\_) of said Village of Brookfield attached hereto is greater than 105 percent of the amount extended or estimated to be extended upon the final aggregate levy of the preceding year, exclusive of election costs. Accordingly, the 2011 tax levy ordinance was adopted in full compliance with the provisions of Sections 18-55 et seq. of the Illinois Property Tax Code, commonly known as the Truth In Taxation Law (35 ILCS 200/18-55 et seq.).

IN WITNESS WHEREOF, I have placed my official signature this 12<sup>th</sup> day of December 2011.

\_\_\_\_\_  
Michael Garvey, Village President and Presiding Officer of the Board of  
Trustees of the Village of Brookfield, Cook County, Illinois

(SEAL)

NOTICE OF THE PROPOSED PROPERTY TAX INCREASE FOR THE VILLAGE OF  
BROOKFIELD, COOK COUNTY, ILLINOIS

- I. A public hearing to approve a proposed property tax levy increase for the Village of Brookfield for 2011 will be held on December 12, 2011, at 6:15 p.m. at the Edward Barcal Hall in the Municipal Building of the Village of Brookfield, 8820 Brookfield Avenue, Brookfield, Illinois 60513.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Brigid Weber Village Clerk, 8820 Brookfield Avenue, Brookfield, Illinois 60513, (708) 485-7344.

- II. The corporate and special purpose property taxes extended or abated for 2010 were \$9,631,021.

The proposed corporate and special purpose property taxes to be levied for 2011 are \$10,063,716. This represents a 4.49% increase over the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2010 were \$1,235,314.

The estimated property taxes to be levied for debt service and public building commission leases for 2011 are \$1,096,168. This represents an 11.26% decrease over the previous year.

- IV. The total property taxes extended or abated for 2010 were \$10,866,335. The estimated total property taxes to be levied for 2011 are \$11,159,884. This represents a 2.70% increase over the previous year.

NOVEMBER 30, 2011  
Wednesday Journal, Inc.



## RESOLUTION No. 2011-04

|  |
|--|
| 2011 APPROPRIATION<br>AND TAX LEVY RESOLUTION<br>BOARD OF LIBRARY TRUSTEES<br>VILLAGE OF BROOKFIELD<br>COOK COUNTY, ILLINOIS |
|--|

BE IT RESOLVED by the President and Board of Library Trustees of the Village of Brookfield, Cook County, Illinois as follows:

Section 1: That the following sums of money, or as much thereof as may be authorized by law, be levied for the purposes of the Board of Library Trustees of the Village of Brookfield, as hereinafter specified:

| ACCOUNT #              | DESCRIPTION                | APPROPRIATED           | LEVIED                 |
|------------------------|----------------------------|------------------------|------------------------|
| 5000                   | Personnel, other           | \$ 5,000.00            | \$ 5,000.00            |
| 5010                   | Salaries, Operating        | \$ 500,000.00          | \$ 500,000.00          |
| 5020                   | Salaries, Part Time        | \$ 205,000.00          | \$ 205,000.00          |
| 5030                   | Med. Benefit Insurance     | \$ 130,000.00          | \$ 130,000.00          |
| 5051                   | Illinois Unemployment Ins. | \$ 4,200.00            | \$ 4,200.00            |
| 5560                   | Payroll Expenses           | \$ 5,000.00            | \$ 5,000.00            |
| 6010                   | Books                      | \$ 115,000.00          | \$ 115,000.00          |
| 6020                   | Periodicals                | \$ 23,000.00           | \$ 23,000.00           |
| 6030                   | Audiovisual Materials      | \$ 47,000.00           | \$ 47,000.00           |
| 6040                   | Electronic Databases       | \$ 79,000.00           | \$ 75,000.00           |
| 7010                   | Professional Associations  | \$ 4,000.00            | \$ 4,000.00            |
| 7020                   | Co-Worker Services         | \$ 10,000.00           | \$ 10,000.00           |
| 7030                   | Continuing Education       | \$ 27,500.00           | \$ 27,500.00           |
| 7040                   | Professional Services      | \$ 38,000.00           | \$ 38,000.00           |
| 7050                   | Insurance-General          | \$ 25,000.00           | \$ 25,000.00           |
| 7060                   | Maintenance-Office Equip.  | \$ 100,000.00          | \$ 100,000.00          |
| 7070                   | Printing and Publications  | \$ 19,000.00           | \$ 19,000.00           |
| 7080                   | Telephone                  | \$ 15,000.00           | \$ 15,000.00           |
| 7090                   | Office Supplies            | \$ 16,000.00           | \$ 16,000.00           |
| 7091                   | Tech Services Equipment    | \$ 2,000.00            | \$ 2,000.00            |
| 7092S                  | Tech Services Supplies     | \$ 9,000.00            | \$ 9,000.00            |
| 7092P                  | Tech Services Processing   | \$ 5,000.00            | \$ 5,000.00            |
| 7093                   | Circulation Serv Supplies  | \$ 5,000.00            | \$ 5,000.00            |
| 7100                   | Postage                    | \$ 12,000.00           | \$ 12,000.00           |
| 7110                   | Programming                | \$ 28,000.00           | \$ 28,000.00           |
| 7120                   | Public Relations           | \$ 7,000.00            | \$ 7,000.00            |
| 7130                   | Gifts Given                | \$ 1,500.00            | \$ 1,500.00            |
| 7140                   | Contingency                | \$ 25,000.00           | \$ 25,000.00           |
| 8000                   | Capital Expenses           | \$ 275,000.00          | \$ 195,000.00          |
| 8050                   | Capital Projects           | \$ 200,000.00          | \$ 250,000.00          |
| 8060                   | Grant Funds                | \$ 100,000.00          | \$ -                   |
| <b>TOTAL OPERATING</b> |                            | <b>\$ 2,037,200.00</b> | <b>\$ 1,903,200.00</b> |

BE IT FURTHER RESOLVED that an additional levy for the library's portion of the Illinois Municipal Retirement Fund on behalf of the library's employees be made as follows:

| ACCOUNT # | DESCRIPTION | APPROPRIATED | LEVIED       |
|-----------|-------------|--------------|--------------|
| 5040      | IMRF        | \$ 90,000.00 | \$ 90,000.00 |

BE IT FURTHER RESOLVED that an additional levy for the library's portion of the Federal Insurance Contributions Act on behalf of the library's employees be made as follows:

| ACCOUNT # | DESCRIPTION | APPROPRIATED | LEVIED       |
|-----------|-------------|--------------|--------------|
| 5050      | FICA        | \$ 55,000.00 | \$ 55,000.00 |

BE IT FURTHER RESOLVED that an additional levy for a .02% Site and Building Maintenance Fund be levied as follows:

| ACCOUNT #                  | DESCRIPTION          | APPROPRIATED | LEVIED       |
|----------------------------|----------------------|--------------|--------------|
| 8010                       | Computers            | \$ 26,000.00 | \$ 26,000.00 |
| 8020                       | Photocopiers         | \$ 10,000.00 | \$ 10,000.00 |
| 8030                       | Maintenance-Building | \$ 50,000.00 | \$ 50,000.00 |
| 8040                       | Capital Improvement  | \$ 9,000.00  | \$ 9,000.00  |
| TOTAL BUILDING MAINTENANCE |                      | \$ 95,000.00 | \$ 95,000.00 |

BE IT FURTHER RESOLVED that an additional levy for the library's Special Reserve be levied as follows:

| ACCOUNT # | DESCRIPTION     | APPROPRIATED  | LEVIED |
|-----------|-----------------|---------------|--------|
| 9100      | Special Reserve | \$ 450,000.00 | \$0.00 |

|                        |                        |                        |
|------------------------|------------------------|------------------------|
| <b>TOTAL ALL FUNDS</b> | <b>\$ 2,727,200.00</b> | <b>\$ 2,143,200.00</b> |
|------------------------|------------------------|------------------------|

Section 2: BE IT FURTHER RESOLVED, that all unexpended balances of proceeds received annually from public library taxes not in excess of statutory limits may be transferred to the Special Reserve Fund previously established in accordance with 75 ILCS 5/5-8, this Fund having been established for capital projects as limited by statute, and the amounts shall be transferred to this Fund as directed by the Board of Library Trustees.

BE IT FURTHER RESOLVED to develop and adopt a plan or plans pursuant to this article. Such plan or plans subsequently may be amended as circumstances may require.

Section 3: BE IT FURTHER RESOLVED, that the Secretary is hereby directed to file a certified copy of this resolution with the Board of Trustees of the Village of Brookfield in the next annual Appropriation Ordinance and Levy Ordinance of the Village of Brookfield.

Adopted this 26th day of October, 2011, pursuant to a roll-call vote as follows:

AYES: DUNER, KISTANE, KAWIAK, PERRY, SWEET, TARR

NAYS: N/A

ABSENT: STEVANOVICH

Approved by me this 26th day of October, 2011.

Dianne Duner  
Dianne Duner, President

ATTEST:

Jennifer Perry, Secretary



# BOARD OF TRUSTEES ITEM MEMO

ITEM: 2011 Estimated Village of Brookfield Property Tax Levy Resolution

BOARD OF TRUSTEES

DATE: November 14, 2011

PREPARED BY: Doug Cooper, Finance Director

PURPOSE: Approval of Estimated 2011 Tax Levy as required under the Truth in Taxation Act

BUDGET AMOUNT: N/A

BACKGROUND:

In order to comply with the regulations under the Truth in Taxation Act, the Village is required to pass a resolution requesting the levying of property taxes prior to the adoption of the annual tax levy Ordinance. Under the Property Tax Extension Limitation Law (PTELL or the Tax Cap) the Village is allowed to increase its levy from the previous year's levy by an amount of the lower of the CPI or 5%. The Illinois Department of Revenue stipulated that the 2011 Tax Levy increase will be held to 1.50% (CPI as of January 1, 2011).

The total estimated 2011 is summarized in the following schedule:

| Specific Tax                              | 2011<br>Proposed<br>Tax Levy | 2010<br>Extended<br>Tax Levy | Dollar<br>Difference | Percent<br>Difference |
|---|------------------------------|------------------------------|----------------------|-----------------------|
| <u>Corporate Fund</u>                     |                              |                              |                      |                       |
| General Corporate                         | 1,571,212                    | 1,286,563                    | 284,649              | 22.1248%              |
| <u>Special Levies</u>                     |                              |                              |                      |                       |
| Police Protection                         | 2,386,116                    | 2,350,853                    | 35,263               | 1.5000%               |
| Fire Protection                           | 2,386,116                    | 2,350,853                    | 35,263               | 1.5000%               |
| Total Special Levies                      | 4,772,232                    | 4,701,706                    | 70,526               | 1.5000%               |
| <u>Pension Levies</u>                     |                              |                              |                      |                       |
| Police Pension                            | 1,052,504                    | 1,044,392                    | 8,112                | 0.7767%               |
| Firefighters Pension Less PA 93-0689      | 524,568                      | 612,949                      | (88,381)             | -14.4190%             |
| Total Pension Levies                      | 1,577,072                    | 1,657,341                    | (80,269)             | -4.8432%              |
| Total Corporate, Special & Pension Levies | 7,920,516                    | 7,645,610                    | 274,906              | 3.5956%               |
| <u>Library</u>                            |                              |                              |                      |                       |
| Operations                                | 1,903,200                    | 1,790,317                    | 112,883              | 6.3052%               |
| IMRF                                      | 90,000                       | 71,340                       | 18,660               | 26.1564%              |
| Social Security                           | 55,000                       | 47,560                       | 7,440                | 15.6434%              |
| Library Bldg. and Sites                   | 95,000                       | 76,194                       | 18,806               | 24.6817%              |
| Total Library Levy                        | 2,143,200                    | 1,985,411                    | 157,789              | 7.9474%               |
| Total For Truth In Taxation/Tax Cap       | 10,063,716                   | 9,631,021                    | 432,695              | 4.4927%               |
| <u>Non-Capped Funds</u>                   |                              |                              |                      |                       |
| Firefighters Pension PA 93-0689           | 30,351                       | 36,323                       | (5,972)              | -16.4414%             |
| Debt Service                              |                              |                              |                      |                       |
| Levy per debt ordinances                  | 1,246,559                    |                              |                      |                       |
| Less abatements in the amount of          | (1,246,559)                  |                              |                      | 0.0000%               |
| Total Village Non-Capped Levy             | 30,351                       | 36,323                       | (5,972)              | -16.4414%             |
| Total Village Levy                        | 7,950,867                    | 7,681,933                    | 268,934              | 3.5009%               |
| Total Village & Library Levy              | 10,094,067                   | 9,667,344                    | 426,723              | 4.4141%               |

**ATTACHMENTS:**

---

1. Resolution Determining the Estimated Property Taxes to be Levied for the 2011 Tax Year

**STAFF RECOMMENDATION:**

---

Staff recommends the adoption of the above Resolution.

**REQUESTED COURSE OF ACTION:**

---

The Board of Trustees will be presented with the formal Tax Levy Ordinance at the November 28<sup>th</sup> Committee of the Whole Meeting, for Board discussion. The final tax Levy Ordinance will be placed on the December 12<sup>th</sup> Board of Trustees Meeting, for adoption. A public hearing will be held prior to the start of the Board of Trustees meeting on Monday, December 12.



# Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688  
(708) 485-7344 • FAX (708) 485-4971  
[www.brookfieldil.gov](http://www.brookfieldil.gov)

VILLAGE PRESIDENT  
Michael J. Garvey

VILLAGE CLERK  
Brigid Weber

BOARD OF TRUSTEES  
Catherine A. Colgrass-Edwards  
Ryan P. Evans  
C.P. Hall, II  
Kit P. Ketchmark  
Brian S. Oberhauser  
Michael A. Towner

VILLAGE MANAGER  
Riccardo F. Ginex

MEMBER OF  
Illinois Municipal League  
Proviso Township  
Municipal League  
West Central  
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

## BROOKFIELD VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING Monday, November 14, 2011

7:00 p.m. or Immediately following Village Board Meeting  
Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513

### AGENDA

- I. **Discussion** – Computer Software Recommendation
- II. **Discussion** – SEASPAR Levy: FY2012-2013
- III. **Discussion** – Emergency Operations Plan Ordinances
- IV. **Discussion** – Municipal Aggregation – Electrical Supplier
- V. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- VI. **Adjournment**

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.





## COMMITTEE ITEM MEMO

---

**ITEM:** Recommendation of Municipal Finance Software Vendor Agreement

**COMMITTEE DATE:** November 14, 2011

**PREPARED BY:** Keith Sbiral, AICP, Assistant Village Manager  
Doug Cooper, Finance Director

**PURPOSE:** Review of Recommendation of **New World Systems Software**

**BUDGET:** \$93,000/year over a 5 year lease

### **BACKGROUND:**

Over the course of the past decade the Village of Brookfield has recognized that the current System 36 based municipal software would reach end-of-life status in the coming years (or already has). In multiple presentations before the Board, Staff has warned of a catastrophic event that could mean the end of the System 36 without significant recovery expenses. The Village has had several close calls with the current system and potential failure including the battery back-up starting on fire.

Over the past several years Staff worked diligently toward moving off of System 36 and the proprietary finance software utilized by the Village of Brookfield. This process was a well-planned and calculated approach to ensure data integrity and long term planning for the implementation of the future system. Over the course of the past five years the Village has implemented a data and IT infrastructure and Staff believes we are now prepared to take the final step and convert to new municipal software. The financial software implementation is the next step in the process of moving off of the AS/400-System36 platform and implementing Windows/SQL/.NET based applications for the Information Systems of the Village. While this project has been budgeted for several years, several economic and workload issues have necessitated the delay of the final project implementation.

On February 14, 2011, Staff presented a draft Request for Qualification and indicated to the Board that 2011 would be the appropriate time to implement this project. All of the reasons for this project have been discussed and approved during past Committee discussions. The final Request for Qualification for Public Sector Financial Management Systems outlines project parameters for the implementation of new financial software for the Village of Brookfield. This RFQ (attached) was sent to five vendors that we believed to be the most qualified to compete for the Brookfield project. These Vendors include: CDC, Civic Systems, New World Systems, Springbrook, and Tyler Technologies/Incode.

Staff formed a Municipal Software Review Committee consisting of a Staff Member from the Building and Planning Department, Finance and Utility Billing Department, and the Village Manager's Office. Additionally, myself as the IT Director and Assistant Manager, and Doug Cooper, Finance Director, served as chairs of the committee. The Village Manager was also involved in all key steps of the process. The committee was charged with the difficult task of comparing 5 software packages that, though the RFQ made every effort to equalize in comparison, often were not comparable in either price, feature set, or technology.

Over the past four weeks the Committee reviewed the submittal documentation and participated in day-long presentations from four of the five qualified companies. Civic Systems was not granted an interview as it was determined they did not sufficiently meet the needs of the Village. Of the four

remaining vendors, CDC provided a “Cloud Based” solution, which was not technically what is desired for our solution. While an interview was granted, the CDC solution was not a finalist.

Of the three remaining finalists the decision was a bit more arduous. It quickly became clear through deliberations that Tyler Technologies came in a distant third and New World Systems and Springbrook were the two finalists.

**RECOMMENDATION:**

**After a comprehensive review of the needs of the Village, features of the software, and the long-term evolution plan of the vendor and software, the Municipal Software Review Committee and the Village Manager are unanimously recommending NEW WORLD SYSTEMS as the software vendor for the Village of Brookfield.**

New World Systems is technologically the most compatible software package with the requirements of the Village. Specifically, the .NET infrastructure and browser based access allows cross platform long-term compatibility that promises to provide a long life cycle for the new system. Additionally, the .NET architecture will ensure long-term ease of access to data and minimize proprietary programming needs required under the previous System 36 software. The core software is not ported from a previous system, but is instead a true fresh .NET implementation.

Internally, New World Systems will solve several problems for the Village of Brookfield. While there are literally dozens of improvements over our current software capabilities, four major solutions provided by the software are resolutions to issues with Finance, Building and Planning, Request and Complaint Management, and Budgeting.

First, the Accounts Payable, Accounts Receivable, and Utility Billing functions of the software are comprehensive and ensure interdepartmental information as well as compatibility with our current utility radio-read system. The finance software component allows controlled access to different groups of users including management, directors, staff, residents, and trustees. This access is provided real time, which means we will no longer have to wait several weeks after month end to get a snapshot of the current finances, but instead will have real time information.

Second, the Community Development module provides the Building and Planning Department with a comprehensive planning, permit, inspection, and property maintenance management system that fully interfaces with the finance software and provides a substantial upgrade to our current Bob's Code implementation. The Bob's Code database is, after nearly 6 years, reaching its limits and since there is no longer development of the system, an upgrade would require Brookfield to support proprietary upgrade costs which would likely be presented as a software service and require a monthly cost. The interconnectivity of Building and Planning and Finance will provide daily efficiencies not available now and improve checks and balances between the departments.

Third, IRMA is requiring task or issue management tracking. This software provides a workflow and tracking system that will comprehensively ensure that resident and internal inquiries and complaints are efficiently managed and will also provide accountability in the system and a tracking log of how and when issues are resolved. This line item alone will be a significant cost savings over implementing a new system.

The fourth significant solution provided to the Village is a budgeting module and planning tool that will provide real time budget analysis and budgetary planning. This will move the Village closer to having a clear budget, with notations, easily readable by any citizen and including multiple years of history as well



as future proposed budget years. This is another step in transparency of the budget and will help us come closer to having a GFOA style budget.

In addition to these four major solutions there are many other components including resident inquiry and tracking, real time resident utility usage and billing via the Internet, workflow management for internal Village projects, special event management and tracking, liquor licensing modules, easy exporting and drill-down and auto formatting capabilities through Excel, and citizen self-service features.

While several vendors showed capable software, the vendor that comprehensively solved so many needs of the Village of Brookfield and demonstrated a rich, complete, polished feature set is New World Systems.

---

**HARDWARE COMPONENT:**

In addition to the implementation of the software, the Village will independently install a VMWare system of virtual servers and a Storage Area Network (SAN) that will support this system, provide a backup to existing servers, and provide a virtual server for the Police Department camera system. Additionally, the VMWare implementation will provide virtual desktop and server environments for other Village uses over an expected lifespan of 5 years before upgrade requirements. The cost of the hardware and networking component is expected to be under \$50,000 installed and is a modern day equivalent of an AS/400 implementation. Hardware will be purchased directly through our existing hardware vendor.

---

**BUDGET ITEM:**

New World Systems agreed in preliminary discussions to add the issue management system and additional licenses needed by the Village while reducing the initially proposed overall cost if the Village purchases the software in the 2011 budget year. Staff believes this is the most comprehensive and modern solution to our decades old outdated system. The one-time cost of the entire system is \$346,600. Additionally 5 years of maintenance will be provided for the cost of four years starting at 15% of base cost in year 2. The one time product cost includes a \$52,400 discount as Brookfield could be used as a "demonstration site" in the future.

In the 2011 budget, the Village has budgeted to include a 5-year lease line item for this project. The total estimated combined lease cost of the software and hardware is \$93,244 for five years (total \$466,218 with financing at 3.5%) plus maintenance fees. All updates are included for the duration of the time the Village utilizes New World Systems and pay the maintenance fees.

---

**ATTACHMENTS:**

1. Final Request for Qualification Delivered to 5 software vendors.
2. Total Cost Summary for New World Systems, Dated October 19, 2011.
3. Standard Software License and Services Agreement.
4. The Full RFQ Response is available in the Assistant Village Manager's Office and is several hundred pages in a 3" binder. (Available upon Request)



**STAFF RECOMMENDATION:**

---

Staff and a representative of New World Systems will give a full presentation of the process, proposal, and software. There will be time for comprehensive questions and answers. After a comprehensive review of the needs of the Village, features of the software, and the long-term evolution plan of the vendor and software, the Municipal Software Review Committee and the Village Manager are unanimously recommending NEW WORLD SYSTEMS as the software vendor for the Village of Brookfield. Staff recommends approval of the project and the contract at the November 28, 2011 Village Board meeting.

**REQUESTED COURSE OF ACTION:**

---

Consensus of the Board for legal review and negotiation of final contract for approval at the November 28, 2011 Village Board Meeting.



**VILLAGE OF BROOKFIELD  
REQUEST FOR QUALIFICATION  
INFORMATION TECHNOLOGY**

The Village of Brookfield is soliciting qualified vendors for the purchase of computer software.

The Village requests information from vendors including the following:

- 1) A document entitled "Request for Qualification for Computer Software" may be obtained from 8:30 a.m. to 12:00 pm and 1:00 p.m. until 5:00 p.m., at Brookfield Village Hall, 8820 Brookfield Avenue, Brookfield, IL 60513 beginning Monday August 29, 2011, through Friday, September 2, 2011.
- 2) Sealed responses must be returned to Keith Sbiral, Assistant Village Manager, Village of Brookfield, IL at the above mentioned address, and they shall be clearly marked on the outside of any envelopes "Proposal for Computer Software" prior to the official proposal opening time.
- 3) Questions about the RFP/Changes to the RFP/Vendor's Conference  
Vendors have an opportunity to submit written questions. The Village will respond as completely as possible to each question. Changes made to the RFP as a result of the response(s) to the questions submitted, or for any other reason, will be distributed in writing to each Vendor. The Village will conduct a Conference to answer questions. The Conference will be held on Wednesday, September 14, 2011 at 9:00 a.m. in the Village Hall Board Room of the Brookfield Village Hall. The Village reserves the right to determine the content and order of presentation.
- 4) Proposals will be opened at 9:00 a.m. on Thursday, September 22, 2011, at the Village of Brookfield Village Hall. The Village Hall is located at the above address. Any proposals received after that time will not be considered.

Proposals submitted must be binding for not less than ninety (90) days after the date received. The Village will select the proposal that, in its opinion, is in the best interest of the Village. The Village reserves the right to reject any and all proposals or portions of a proposal. The Village also reserves the right to waive minor technicalities in the proposal. The Village not only reserves the right at the sole discretion of the Village to reject any and all proposals and to waive technicalities, but also reserves the right of evaluation and the right to determine the methodology for evaluation of the proposals to determine which is the best proposal and to accept the proposal (or proposals) deemed to be in the best interest of the Village, i.e., the most qualified proposal will not necessarily be the proposal with the lowest cost. Further, the Village reserves the right to accept a proposal (or proposals) for any or all items separately or together.



## REQUEST FOR QUALIFICATION COMPUTER SOFTWARE

---

*It is expected that the proposals will be reviewed by Village Staff and a maximum of three vendors will be chosen to provide further information as well as product demonstrations. These demonstrations will be scheduled at the Village Hall based on a convenient time for both the Village and the vendor. An internal committee of Village staff will then provide their recommendations to Village management who will then make a proposal and recommendation to the Board of Trustees.*

Questions concerning the Request for Qualification for Computer Software shall be directed to Keith Sbiral, Assistant Village Manager 708-485-1115, or Doug Cooper, Finance Director at 708-485-1166.



## REQUEST FOR QUALIFICATION COMPUTER SOFTWARE

---

The Village of Brookfield is soliciting qualifications for consideration of contract award for Computer software. The contract will be awarded to the entity that submits the best overall proposal as determined by the Assistant Village Manager. Factors to be considered in awarding the contract shall (but not be limited to) be:

- 1) Total cost of ownership (cost of acquisition, operation, maintenance, and support over its projected lifetime)
- 2) Technical merit of the proposal
- 3) Proposed vendor's past performance
- 4) Probability of performing the requirements of the proposal on time, with high quality, and in a manner that accomplishes the stated objectives of the Town and maintains industry compliance

**The computer software proposal shall contain the following components:**

1. Financial management capability—see separate exhibit “A” attached
2. Utility management capability—see separate exhibit “A” attached
3. Accounts Receivable/Invoicing Applications—see separate exhibit “A” attached
4. Building Permit, Parcel Management, Inspections and Planning and Zoning management capability
5. Licensing capability—Vehicle and Business Applications
6. Ability to interface with other Payroll, Utility Billing and Police existing software packages—the Village currently utilizes the following systems:
  - a. Payroll/Human Resources—off-site processing by “Paylocity”
  - b. Utility billing—the “Star System” meter reading software developed by Hexagram, Inc.
  - c. Criminal Activity Police Enforcement Records System by Intelligent Solutions, Inc.
7. Ability to support a Community Service Request Tracking System
8. Secure online customer self-service applications (online bill pay, etc)
9. Installation services of all software



## REQUEST FOR QUALIFICATION COMPUTER SOFTWARE

(Minimum specifications)

---

10. Conversion Costs - The Village wishes to keep as much history from its current systems as possible. Proposed applications must allow conversion of this history into the current data (within the limits that the historical data elements allow). Vendor should itemize and include any cost of converting data files from existing systems to system being proposed. Vendor should specify any special requirements the Village must meet in providing data files for electronic conversion. Vendor should provide recommendations for "typical conversion" costs. Vendor should give the Village options in regards to the conversion of historical data per module. The Village is currently utilizing proprietarily coded software based on IBM System 36.
11. Hardware - Proposals are for software only. All hardware requirements must be specified. The organization intends to acquire, implement, and maintain its own hardware and network. However, the vendor should indicate any costs necessary to modify existing equipment or include any new hardware needed in order to be used with the system being proposed
12. Training for all Village employees on use of software—**specify estimated hours**
13. A minimum five-year projection of future annual software maintenance costs
14. Backend database must be MS SQL Server
15. Preferred development in a Microsoft .NET platform. Legacy ported software from other platforms is not preferred
16. Software must be compatible with VMWare installation
17. Online applications interfaces must be completely customizable
18. Must offer extensive reporting capabilities and ability to create custom reports
19. Have an available support desk during normal working hours to provide assistance to Village staff
20. Work will begin no later than 30 days after Board approval, and components of the proposal will be completed and tested within 12 months after project start (including all training)
21. Must provide three Illinois references from previous clients of similar size and scope to this proposal



**EXHIBIT A**  
**FINANCIAL SOFTWARE**  
**SPECIFICATION DESCRIPTION**

**FINANCIAL MANAGEMENT REQUIREMENTS**

**In response to the Mandatory Elements listed below please prepare a written response that indicates how your software addresses each of the items listed. Please be specific and use the vendor response code as indicated.**

**VENDOR RESPONSE CODES:**

The vendor is requested to use the response codes as defined below:

- A** Requirement is included in the proposed base software package
- B** Requirement can be provided by a software modification at no additional cost
- C** Requirement can be provided by a software modification at an additional cost-- (indicate cost in Cost Summary Section).
- D** Requirement will be provided via 3<sup>rd</sup> party (indicate cost in Cost Summary
- E** Requirement will be available in a future release (indicate estimated date of release).
- F** The software does not and cannot meet this requirement

| ITEM<br>#   | VENDOR<br>RESPONSE<br>CODE | VENDOR<br>COMMENT<br>REQUIRED |
|---|----------------------------|-------------------------------|
| <b>PRIORITY FEATURES</b>  |                            |                               |
| Please respond to how your software handles the following: (Please comment on any variations from items listed being specific.) |                            |                               |
| <b>1. Integration</b>   |                            |                               |
| a. Software must be fully functional with the following:  |                            |                               |
| • Utility Billing (provided as ACSII file)  | [ ]                        | [ ]                           |
| • Cash Receipts   | [ ]                        | [ ]                           |
| • Payroll (describe how your firm will handle this)   | [ ]                        | [ ]                           |
| • Posting   | [ ]                        | [ ]                           |
| • Adjustments   | [ ]                        | [ ]                           |





**EXHIBIT A (CONT.)  
FINANCIAL SOFTWARE  
SPECIFICATION DESCRIPTION**

| ITEM<br># |  | VENDOR<br>RESPONSE<br>CODE | VENDOR<br>COMMENT<br>REQUIRED |
|-----------|--|----------------------------|-------------------------------|
| <b>2.</b> | <b>General Ledger</b>  |                            |                               |
| a.        | Must be a Fund Accounting Package  | [ ]                        | [ ]                           |
| b.        | Capable of handling multiple funds   | [ ]                        | [ ]                           |
| c.        | Chart of accounts must comply with GFOA Uniform Chart of Accounts.   | [ ]                        | [ ]                           |
| d.        | Automated standard monthly journal entries--can be established once and appear as reoccurring.   | [ ]                        | [ ]                           |
| e.        | Read only rights available for some users  | [ ]                        | [ ]                           |
| <b>3.</b> | <b>Accounts Payable</b>  |                            |                               |
| a.        | Vendor Master File   | [ ]                        | [ ]                           |
| b.        | Automatically produce Form 1099  | [ ]                        | [ ]                           |
| c.        | Process invoices   | [ ]                        | [ ]                           |
| d.        | Make payments  | [ ]                        | [ ]                           |
| e.        | Manual check process for one time payees with the ability to determine who the check was provided to at a later time (specify if a vendor account must be created) | [ ]                        | [ ]                           |
| f.        | Bond payments  | [ ]                        | [ ]                           |
| g.        | Read only rights available for some users  | [ ]                        | [ ]                           |
| <b>4.</b> | <b>Purchase Order</b>  |                            |                               |
| a.        | Specify whether PO is a separate module or part of Accounts Payable  | [ ]                        | [ ]                           |
| b.        | Describe how your software handles one-time purchases, versus reoccurring purchases.   | [ ]                        | [ ]                           |
| c.        | Automatically produces invoices for inventory items once they drop below specified number – describe your software’s process for this.                             | [ ]                        | [ ]                           |
| d.        | Read only rights available for some users  | [ ]                        | [ ]                           |
| <b>5.</b> | <b>Accounts Receivable</b>   |                            |                               |
| a.        | Provide a narrative describing how entries are made and transactions processed.  | [ ]                        | [ ]                           |
| b.        | How are reoccurring receivables processed vs. one-time receivables?  | [ ]                        | [ ]                           |
| c.        | Read only rights available for some users.   | [ ]                        | [ ]                           |



**EXHIBIT A (CONT.)  
FINANCIAL SOFTWARE  
SPECIFICATION DESCRIPTION**

| <b>ITEM<br/>#</b>        |  | <b>VENDOR<br/>RESPONSE<br/>CODE</b> | <b>VENDOR<br/>COMMENT<br/>REQUIRED</b> |
|--------------------------|--|-------------------------------------|--|
| <b>PRIORITY FEATURES</b> |  |                                     |  |
| <b>8.</b>                | <b>Reports</b>   |                                     |  |
| a.                       | Provide a listing and samples of all standard reports available.                                     | [ ]                                 | [ ]                                    |
| b.                       | Provide a narrative describing the process to create a non-standard report and any associated costs. | [ ]                                 | [ ]                                    |
| c.                       | Can a trial balance be printed to a file?  | [ ]                                 | [ ]                                    |
| d.                       | Which items and reports may be exported to Excel (describe that process)?                            | [ ]                                 | [ ]                                    |

**OTHER ITEMS**

**TRAINING**

In respect to item number 12 above, enclose a narrative describing your firm's approach to training, including number of personnel who will be providing training, type of training to be included, and number of hours provided. You may enclose samples of your training materials for the Evaluation Committee to view, if desired. Also, be sure to provide a specific calendar outline of when and where training will occur and any associated costs, as well as resumes for all personnel who will be providing training.

**SPECIFY CONVERSION AND INSTALLATION APPROACH**

As listed in the above requirements, item number 10 and 11, enclose a narrative describing your firm's approach to conversion. Be sure to include a listing of all personnel that will be involved in the conversion process, the timeframe for conversion, and the amount of historic data that will be converted and preserved. Specify which conversion costs are part of the standard package and which are additional costs.

Itemize in detail your conversion process, specifying in detail any requirements for our staff in the conversion process, including tasks and anticipated time required to complete.

Additionally, please provide a complete itemized listing of minimum hardware requirements needed to run your software and a recommended hardware listing necessary for optimal performance. Please also include an estimated cost to bring the current hardware at our site to both the minimum required and the level necessary for optimal performance.





## Appendix A Vendor Experience and Qualifications

The following information is requested from each vendor submitting a part of this proposal

1. Primary contact representative

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

☐ Individual. ☐ Partnership. ☐ Corporation, organized and existing under the laws of the State of \_\_\_\_\_.

2. Does this person have binding authority to enter into contracts? YES ☐ NO ☐

3. How many years has the company actively provided automated data processing systems to local governments?

\_\_\_\_\_ Years

4. Provide a brief history of your company. Include information such as when it was founded, types of software developed and sold, names of owners if privately owned, etc. (*Attach as a separate item in this section.*)

5. How many people does your company employ?

7. At how many Illinois municipal government installations is your software currently installed? \_\_\_\_\_

8. Does your response to the RFP include a complete list of these customers?

YES ☐ NO ☐



**Appendix A**  
**Vendor Experience and Qualifications (cont.)**

9. List location(s) of software support personnel below:
10. We may request additional information to further clarify, explain or validate the contents of any response in this RFP. All information must be submitted to us in writing by the offer or within three (3) working days of the request.
11. Describe how your application software is priced. Is it a one-time license fee? Is it based on the number of users on the system? Is the price based on transaction volume (i.e., number of utility accounts billed)? Is it possible that future growth in our service area will result in additional license fees? Please explain in detail.
12. Has your company ever been sued by a municipal government customer?

YES ☐ NO ☐

If yes, please explain.



# Total Cost Summary

## VILLAGE OF BROOKFIELD, ILLINOIS

October 19, 2011

### Pre-Configured Implementation Plan

| New World Software and Services                                 |           |                  |
|---|-----------|------------------|
| A. Application Software   |           | \$184,000        |
| 1) Licensed Standard Software                                   | \$230,000 |                  |
| 2) Demonstration Site Discount                                  | (46,000)  |                  |
| A.1 Development Software  |           | 25,600           |
| 1) Licensed Standard Software                                   | \$32,000  |                  |
| 2) Demonstration Site Discount                                  | (6,400)   |                  |
| B. Implementation Services                                      |           | 137,000          |
| 1) Project Management   |           |                  |
| 2) Installation and Training                                    |           |                  |
| 3) Interface Installation Service Fee                           |           |                  |
| 4) Windows Operating System Assurance and Software Installation |           |                  |
| 5) Pre-Configured Solution                                      |           |                  |
| 6) Data File Conversion (estimate)                              |           |                  |
| TOTAL ONE TIME COST   |           | <u>\$346,600</u> |

| Maintenance   |           |  |
|---|-----------|--|
| C. 1) Standard Software Maintenance Agreement (SSMA) (Annual Cost): |           |  |
| One-Year Warranty from Date of Delivery - Year 1 SSMA               | No Charge |  |
| Year 2 SSMA   | \$36,800  |  |
| Year 3 SSMA   | 39,100    |  |
| Year 4 SSMA   | 41,400    |  |
| Year 5 SSMA   | 43,700    |  |

*NOTE: New World's cost is based on all of the proposed products and services being obtained from New World. Should significant portions of the products or services be deleted, New World reserves the right to adjust its prices accordingly.*

*Travel and Living expenses are not included in the Total One Time Cost above. New World estimates there to be 25 trips at \$1,500/trip (may include airfare, hotel, per diem, car rental, gas), or \$37,500. All Travel and Living expenses will be billed on a weekly basis, but only as incurred.*

CONFIDENTIAL AND PROPRIETARY

VILLAGE OF BROOKFIELD, ILLINOIS

Proposal Summary

October 19, 2011

| A. LOGOS.NET STANDARD APPLICATION SOFTWARE <sup>1,2,3</sup> |             |            |
|---|-------------|------------|
| ITEM  | DESCRIPTION | INVESTMENT |

FINANCIAL MANAGEMENT

**1. Logos.NET Financial Management Base Suite**

- General Ledger
- Budget Management
- Annual Budget Preparation
- Accounts Payable
- Revenue/Cash Receipting

**2. Logos.NET Additional Financial Management Software**

- Misc. Billing & Receivables
- Work Orders

**3. Logos.NET Procurement Management Suite**

- Purchasing Base

**SUB-TOTAL FINANCIAL MANAGEMENT MODULES \$63,000**

UTILITY MANAGEMENT SUITE

**4. Logos.NET Utility Management Software**

- Water/Sewer/Refuse Base Package

**5. Logos.NET Additional Utility Management Modules**

- Automatic Meter Read (AMR) Interface<sup>5</sup>
- Meter and Device Inventory

**SUB-TOTAL UTILITY MANAGEMENT MODULES \$38,000**

COMMUNITY DEVELOPMENT SUITE

**6. Logos.NET Community Development Software**

- Animal Licensing
- Business Licensing
- Parcel Management
- Permits
- Municipal Inspections
- Code Enforcement
- Requests for Services Tracking

**SUB-TOTAL COMMUNITY DEVELOPMENT MODULES \$55,000**

eSUITE

**7. eSuite Base Software**

**8. eFinance**

- eSupplier
- ePayments

**9. eCommunity**

- ePermits
- eLicense

- eRequest

**10. eUtility**  
- eUtilities

|  |                 |
|--|-----------------|
| <b>SUB-TOTAL eSUITE SOFTWARE MODULES</b> | <b>\$47,000</b> |
|--|-----------------|

**BUSINESS ANALYTICS**

**11. Finance Analytics**  
- Includes 2 users

**12. Utility Management Analytics**  
- Includes 2 users

**13. Community Development Analytics**  
- Includes 2 users

|  |                 |
|--|-----------------|
| <b>SUB-TOTAL BUSINESS ANALYTICS SOFTWARE MODULES</b> | <b>\$18,000</b> |
|--|-----------------|

**AUTHORIZED USERS**

**14. Site License for up to 120 Authorized Users <sup>4</sup>**

|  |                  |
|--|------------------|
| <b>NEW WORLD STANDARD SOFTWARE LICENSE FEE</b>   | <b>\$230,000</b> |
| <b>LESS DEMONSTRATION SITE DISCOUNT</b>          | <b>(46,000)</b>  |
| <b>TOTAL SOFTWARE LICENSE FEE <sup>6,7</sup></b> | <b>\$184,000</b> |

Note: A Site License is included for this solution. This Site License entitles the Village of Brookfield, Illinois, to 120 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within the Village of Brookfield, Illinois.

| <b>A.1 DEVELOPMENT SOFTWARE</b> |                    |                   |
|---------------------------------|--------------------|-------------------|
| <b>ITEM</b>                     | <b>DESCRIPTION</b> | <b>INVESTMENT</b> |

**COMMUNITY DEVELOPMENT SUITE**

- 1. Logos.NET Community Development Software**  
- Vehicle Licensing (development)  
- Special Assessments (development)

**eSUITE**

- 2. eFinance**  
- eMiscellaneous Billing (development)

- 3. eCommunity**  
- eParcels (development)

|  |                 |
|--|-----------------|
| <b>NEW WORLD STANDARD SOFTWARE LICENSE FEE</b>   | <b>\$32,000</b> |
| <b>LESS DEMONSTRATION SITE DISCOUNT</b>          | <b>(6,400)</b>  |
| <b>TOTAL SOFTWARE LICENSE FEE <sup>6,7</sup></b> | <b>\$25,600</b> |

| B. IMPLEMENTATION SERVICES <sup>8</sup> |   |                  |
|---|---|------------------|
| ITEM                                    | DESCRIPTION   | INVESTMENT       |
| <b>IMPLEMENTATION</b>                   |   |                  |
| 1.                                      | Project Management Services as required:<br>- Project Management<br>- Overall consultation and communication<br>- Monthly status reports and project updates throughout the duration of the project<br>- Implementation Plan<br>Covers period of 10 months from Agreement Execution   | \$42,000         |
| 2.                                      | Up to 620 hours of Implementation and Training Services are included for:<br>- Software Tailoring and Set Up<br>- User Education and Training<br>- Other Technical Support<br><i>* Assumes train-the-trainer approach</i>   | 86,800           |
| 3.                                      | Interface Installation Service Fees:<br>- AMR Interface   | 2,200            |
| 4.                                      | Windows 2008/Operating System Assurance and Software Installation:<br>- Install and configure application servers<br>- Consult on connectivity to new or existing Windows environment<br>- Verify operating system and SQL configuration<br>- Verify workstation configuration  | 6,000            |
| 5.                                      | Pre-Configured Solution<br><br>New World's proposal is based on installing Licensed Standard Software with a pre-configured implementation plan to execute your project. Through a coordinated effort involving your staff, this approach will streamline and simplify implementation of the proposed applications with the overall objectives of:<br><br>1. reducing total implementation costs<br>2. reducing the time to complete the project<br>3. reducing the time your staff will require to work with and learn the software<br>4. reducing the training time spent on software modules in the proposed package that are less frequently used by organizations similar in size to yours.<br><br>Based on New World's experience with other Customers of similar size and staffing resources such as yours, the Licensed Standard Software will be installed with portions of the Licensed Standard Software using pre-configured implementation procedures to include:<br><br>• some tables and validation sets will be pre-defined<br>• some files will be pre-defined<br>• some optional set-up decisions will be standardized based on best practices for local government.<br><br>Substantial cost savings can be realized by using a streamlined project plan. Early in your implementation plan, your New World Project Manager will review the standard software components and project plan with your management team. At that time, you may elect to continue with the pre-configured implementation plan or switch to a standard implementation approach. Under the standard approach, the cost of implementation will increase.<br><br>In summary, New World has found the pre-configured implementation plan to be beneficial for agencies of your size that have similar applications to those proposed for your organization. |                  |
| <b>TOTAL IMPLEMENTATION SERVICES</b>    |   | <b>\$137,000</b> |
| <b>TOTAL ONE TIME COSTS</b>             |   | <b>\$346,600</b> |



| C. MAINTENANCE |             |            |
|----------------|-------------|------------|
| ITEM           | DESCRIPTION | INVESTMENT |

1. STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost)

Based on a 5-year plan; SSMA to begin at the end of the warranty period.

|   |           |
|---|-----------|
| One-Year Warranty from Date of Delivery - Year 1 SSMA | No Charge |
| Year 2 SSMA   | \$36,800  |
| Year 3 SSMA   | 39,100    |
| Year 4 SSMA   | 41,400    |
| Year 5 SSMA   | 43,700    |

| D. TRAVEL AND LIVING EXPENSES (estimate) |             |            |
|--|-------------|------------|
| ITEM                                     | DESCRIPTION | INVESTMENT |

1. TRAVEL EXPENSES (estimate)

|   |          |
|---|----------|
| 25 trips at \$1,500/each  | \$37,500 |
| - Includes airfare, car rental, hotel accommodations, and per diem. |          |

PRICING VALID THROUGH DECEMBER 20, 2011.

OPTIONAL APPLICATION SOFTWARE

| A. LOGOS.NET STANDARD APPLICATION SOFTWARE <sup>1,2,3</sup> |             |            |
|---|-------------|------------|
| ITEM  | DESCRIPTION | INVESTMENT |

FINANCIAL MANAGEMENT

1. Logos.NET Procurement Management Suite

- Inventory Management

2. Expanded Revenue Collections

- 3rd Party Receivables Interface (Batch)  
(Intelligent Solutions)

PAYROLL & HUMAN RESOURCES SUITE

3. Logos.NET Human Resources Management Base Suite

- Payroll Processing  
- Personnel Management  
- Position Control

UTILITY MANAGEMENT SUITE

4. Logos.NET Additional Utility Management Modules

- Service Order Processing

*Note: The above software modules vary in cost from \$6,000 to \$30,000 each. The Customer has the ability to add them at any time to the proposed configuration. Training and Support Services costs as well as Maintenance (SSMA) costs for these optional modules are not included on the preceding pages, however, they may be easily incorporated into the proposal upon determination of the final software package.*

## ENDNOTES

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*
- <sup>2</sup> *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- <sup>4</sup> *Additional cost per group of 5 for authorized users is \$5,000.*
- <sup>5</sup> *Currently supports interfaces to Sensus/Rockwell, Neptune, Itron, Radix, Syscon and Schlumberger devices. Technical assurance must be obtained to verify the Business Partner's software/hardware release level interface requirements.*
- <sup>6</sup> *Prices assume that all software proposed is licensed.*
- <sup>7</sup> *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- <sup>8</sup> *Travel and expenses are not included as they are billed at actual cost.*
- <sup>9</sup> *Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.*





**STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT**

October 19, 2011

This *Standard Software License and Services Agreement* which includes the attached Exhibits ("this **Agreement**") is between **New World Systems® Corporation** ("New World"), a Michigan Corporation and the **Village of Brookfield, Illinois**, ("Customer"). This **Agreement** sets forth the terms and conditions under which New World will furnish the Licensed Products and will provide certain services described herein to **Customer**. The attached Exhibits include:

|                 |   |
|-----------------|---|
| Exhibit AA..... | TOTAL COST SUMMARY AND PAYMENT SCHEDULE                 |
| Exhibit A ..... | LICENSED STANDARD SOFTWARE AND FEES                     |
| Exhibit B.....  | IMPLEMENTATION AND TRAINING SUPPORT SERVICES            |
| Exhibit C ..... | STANDARD SOFTWARE MAINTENANCE AGREEMENT                 |
| Exhibit D ..... | NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES |
| Exhibit E.....  | DEMONSTRATION SITE DISCOUNT                             |
| Exhibit F ..... | INTENTIONALLY LEFT BLANK                                |
| Exhibit G ..... | INTENTIONALLY LEFT BLANK                                |
| Exhibit H ..... | DEVELOPMENT SOFTWARE                                    |

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**  
(New World)

**VILLAGE OF BROOKFIELD, ILLINOIS**  
(Customer)

By: \_\_\_\_\_  
Larry D. Leinweber, President

By: \_\_\_\_\_  
Authorized Signature Title

By: \_\_\_\_\_  
Authorized Signature Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

## **DEFINITIONS**

The following terms as defined below are used throughout this **Agreement**:

1. **"Authorized Copies"**:  
Except as provided in subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
  - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
  - (ii) any additional copies made by **Customer** as authorized in subparagraph 1.2.
2. **"An Authorized User/Workstation"**:  
Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. **"Computer"**:  
The .NET Server(s) to be located at:  
*Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, IL 60513*  
**Customer** shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
4. **"Confidential Information"**:  
Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. **"Customer Liaison"**:  
A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
6. **"Delivery of Licensed Standard Software"**:  
Licensed Standard Software will be delivered in a machine readable form to **Customer** via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
7. **"Development Software"**:  
Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.
8. **"Hourly Rate"**:  
As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of \$140/hour. The hourly rate is protected for 12 months after the Effective Date, at which time the hourly rate shall be the then-current **New World** hourly rate.
9. **"Installation of Licensed Standard Software"**:  
Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
  - (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
  - (b) thirty (30) days after delivery of the Licensed Standard Software.
10. **"Licensed Custom Software"**:  
Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
11. **"Licensed Documentation"**:  
**New World** User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
12. **"Licensed Products"**:  
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
13. **"Licensed Software"**:  
The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
14. **"Licensed Standard Software"**:  
The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
15. **"SSMA"**:  
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
16. **"Travel Expenses"**:  
All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses.
17. **"Travel Time"**:  
Actual **New World** employee travel time billed at the Hourly Rate up to, but not exceeding, four (4) hours per each trip relating to this project.
18. **"Upgrades"**:  
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

## GENERAL TERMS AND CONDITIONS

### *1.0 SINGLE USE LICENSE*

- 1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.
- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
  - (i) Program libraries, either source or object code;
  - (ii) Operating control language;
  - (iii) Test data, sample files, or file layouts;
  - (iv) Program listings; and
  - (v) Licensed Documentation.
- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

### *2.0 OWNERSHIP*

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

### *3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE*

- 3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

### *4.0 WARRANTIES*

- 4.1 **New World** warrants, for Customer's benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED



PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

*5.0 INSTALLATION AND TRAINING SUPPORT SERVICES*

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

*6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES*

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

- (i) provide timely answers to **New World's** requests for information;
- (ii) coordinate a mutually agreeable implementation and training schedule;
- (iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
- (iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

*7.0 BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES*

7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s).

7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.

- 7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.
- 7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

8.0 *NON-RECRUITMENT OF PERSONNEL*

- 8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

- 9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.
- 9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:
- (i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.
  - (ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;
  - (iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;
  - (iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
  - (v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.
- 9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 *LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES*

**New World's** entire liability and **Customer's** exclusive remedies are set forth below:

- 10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

- 10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World**.
- 10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.
- 10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

#### 11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

- 11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

#### 12.0 INDEPENDENT CONTRACTOR

- 12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.
- 12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

#### 13.0 INSURANCE REQUIREMENTS

**New World** shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

- 13.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.
- 13.2 **Liability and Property Insurance – Comprehensive Form:** **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.
- 13.3 **Automobile Liability Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed \$1,000,000.

#### 14.0 DISPUTE RESOLUTION BY ARBITRATION

- 14.1 Any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in a good-faith effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.
- 14.3 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement**. The arbitrator(s) shall have no authority to award damages over and above those provided for in this

**Agreement** and in any event shall not exceed the limitations set forth in subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.

- 14.4 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.
- 14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.
- 14.6 In the event that a controversy or claim arising out of or relating to this **Agreement**, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

#### 15.0 TERMINATION

- 15.1 **By Customer:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:

- (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
- (ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;
- (iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;
- (iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

- 15.2 **By New World:** If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:

- (i) The termination notice shall define the reason for termination;
- (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
- (iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
- (iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
- (v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.

- 15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 15.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.
- 15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.
- 15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

*16.0 PATENT AND TRADEMARK INDEMNIFICATION*

**New World** agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

*17.0 NOTICES*

- 17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.
- 17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):
- New World Systems Corporation  
888 West Big Beaver, Suite 600  
Troy, Michigan 48084  
Attention: President

*18.0 GENERAL*

- 18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**
- 18.2 This **Agreement** is governed by the laws of the State of Michigan and it shall be binding on the successors and assigns of the parties.
- 18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after the cause of action has accrued.
- 18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.
- 18.7 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.
- 18.8 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.



**EXHIBIT AA**  
**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

**I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products**

| <b><u>DESCRIPTION OF COST</u></b> |   | <b><u>COST</u></b>      |
|-----------------------------------|---|-------------------------|
| A.                                | LICENSED STANDARD SOFTWARE as further described in Exhibit A              | \$184,000               |
|                                   | 1. Licensed Standard Software   | \$230,000               |
|                                   | 2. Less Demonstration Site Discount                                       | (46,000)                |
| B.                                | IMPLEMENTATION SERVICES   | 137,000                 |
|                                   | 1. PROJECT MANAGEMENT as further described in Exhibit B                   |                         |
|                                   | 2. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B |                         |
|                                   | 3. INTERFACE INSTALLATION SERVICES as further described in Exhibit B      |                         |
|                                   | 4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B        |                         |
| C.                                | DEVELOPMENT SOFTWARE as further described in Exhibit H                    | 25,600                  |
|                                   | 1. Licensed Standard Software   | \$32,000                |
|                                   | 2. Less Demonstration Site Discount                                       | (6,400)                 |
| <b>ONE TIME PROJECT COST:</b>     |   | <b><u>\$346,600</u></b> |
| D.                                | TRAVEL EXPENSES (Estimate) – billed as incurred                           | \$37,500                |
| E.                                | STANDARD SOFTWARE MAINTENANCE SERVICES as further described in Exhibit C  |                         |

**PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 20, 2011.**

**Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE**

**II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products**

| <u>DESCRIPTION OF PAYMENT</u> |   | <u>PAYMENT</u>   |
|-------------------------------|---|------------------|
| A.                            | LICENSED STANDARD SOFTWARE  | \$184,000        |
| 1.                            | Amount invoiced upon Effective Date (50%)   | \$92,000         |
| 2.                            | Amount invoiced upon delivery of each Licensed Standard Software (50%)                                  | 92,000           |
| B.                            | IMPLEMENTATION SERVICES   | 137,000          |
| 1.                            | Amount invoiced upon the Effective Date   | \$30,825         |
| 2.                            | Amount invoiced 90 days after the Effective Date  | 30,825           |
| 3.                            | Amount invoiced 180 days after the Effective Date   | 30,825           |
| 4.                            | Amount invoiced 270 days after the Effective Date   | 30,825           |
| 5.                            | Amount invoiced upon project completion or 365 days after the Effective Date, whichever comes first     | 13,700           |
| C.                            | DEVELOPMENT SOFTWARE  | 25,600           |
| 1.                            | Amount invoiced upon the Effective Date (50%)   | \$12,800         |
| 2.                            | Amount invoiced upon delivery of Licensed Software (50%)  | 12,800           |
| <b>ONE TIME PAYMENTS</b>      |   | <u>\$346,600</u> |
| D.                            | TRAVEL EXPENSES (*Estimate)<br>(These expenses are billed as incurred)                                  | \$37,500*        |
| 1.                            | 25 trips are anticipated  |                  |
| 2.                            | Travel Time for the estimated 25 trips is not included in this estimate and will be billed as incurred. |                  |
| E.                            | STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C                               |                  |

**ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.**

*Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.*

**EXHIBIT A**  
**LICENSED STANDARD SOFTWARE AND FEES**

**License Fee for Licensed Standard Software And Documentation Selected By Customer:**

| LOGOS.NET STANDARD APPLICATION SOFTWARE <sup>1,2,3</sup> |             |            |
|--|-------------|------------|
| ITEM   | DESCRIPTION | INVESTMENT |

**FINANCIAL MANAGEMENT**

1. **Logos.NET Financial Management Base Suite**
  - General Ledger
  - Budget Management
  - Annual Budget Preparation
  - Accounts Payable
  - Revenue/Cash Receipting
2. **Logos.NET Additional Financial Management Software**
  - Misc. Billing & Receivables
  - Work Orders
3. **Logos.NET Procurement Management Suite**
  - Purchasing Base

|   |                 |
|---|-----------------|
| <b>SUB-TOTAL FINANCIAL MANAGEMENT MODULES</b> | <b>\$63,000</b> |
|---|-----------------|

**UTILITY MANAGEMENT SUITE**

4. **Logos.NET Utility Management Software**
  - Water/Sewer/Refuse Base Package
5. **Logos.NET Additional Utility Management Modules**
  - Automatic Meter Read (AMR) Interface<sup>5</sup>
  - Meter and Device Inventory

|   |                 |
|---|-----------------|
| <b>SUB-TOTAL UTILITY MANAGEMENT MODULES</b> | <b>\$38,000</b> |
|---|-----------------|

**COMMUNITY DEVELOPMENT SUITE**

6. **Logos.NET Community Development Software**
  - Animal Licensing
  - Business Licensing
  - Parcel Management
  - Permits
  - Municipal Inspections
  - Code Enforcement
  - Requests for Services Tracking

|  |                 |
|--|-----------------|
| <b>SUB-TOTAL COMMUNITY DEVELOPMENT MODULES</b> | <b>\$55,000</b> |
|--|-----------------|

## eSUITE

- 7. eSuite Base Software
- 8. eFinance
  - eSupplier
  - ePayments
- 9. eCommunity
  - ePermits
  - eLicense
  - eRequest
- 10. eUtility
  - eUtilities

|  |                 |
|--|-----------------|
| <b>SUB-TOTAL eSUITE SOFTWARE MODULES</b> | <b>\$47,000</b> |
|--|-----------------|

## BUSINESS ANALYTICS

- 11. Finance Analytics
  - Includes 2 users
- 12. Utility Management Analytics
  - Includes 2 users
- 13. Community Development Analytics
  - Includes 2 users

|  |                 |
|--|-----------------|
| <b>SUB-TOTAL BUSINESS ANALYTICS SOFTWARE MODULES</b> | <b>\$18,000</b> |
|--|-----------------|

## AUTHORIZED USERS

- 14. Site License for up to 120 Authorized Users <sup>4</sup>

|  |                  |
|--|------------------|
| <b>NEW WORLD STANDARD SOFTWARE LICENSE FEE</b>   | <b>\$230,000</b> |
| <b>LESS DEMONSTRATION SITE DISCOUNT</b>          | <b>(46,000)</b>  |
| <b>TOTAL SOFTWARE LICENSE FEE <sup>6,7</sup></b> | <b>\$184,000</b> |

Note: A Site License is included for this solution. This Site License entitles the Village of Brookfield, Illinois, to 120 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within the Village of Brookfield, Illinois.

## Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

### ENDNOTES

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*
- <sup>2</sup> *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- <sup>4</sup> *Additional cost per group of 5 for authorized users is \$5,000.*
- <sup>5</sup> *Currently supports interfaces to Sensus/Rockwell, Neptune, Itron, Radix, Syscon and Schlumberger devices. Technical assurance must be obtained to verify the Business Partner's software/hardware release level interface requirements.*
- <sup>6</sup> *Prices assume that all software proposed is licensed.*
- <sup>7</sup> *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

## Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

### Optional Licensed Standard Software Pricing

Customer may license the following software modules at the indicated current list prices for up to one (1) year from the date of execution of this Agreement.

| LOGOS.NET STANDARD APPLICATION SOFTWARE <sup>1,2,3</sup> |             |
|--|-------------|
| ITEM   | DESCRIPTION |

#### FINANCIAL MANAGEMENT

1. **Logos.NET Procurement Management Suite**
  - Inventory Management
2. **Expanded Revenue Collections**
  - 3rd Party Receivables Interface (Batch)  
(Intelligent Solutions)

#### PAYROLL & HUMAN RESOURCES SUITE

3. **Logos.NET Human Resources Management Base Suite**
  - Payroll Processing
  - Personnel Management
  - Position Control

#### UTILITY MANAGEMENT SUITE

4. **Logos.NET Additional Utility Management Modules**
  - Service Order Processing

*Note: The above software modules vary in cost from \$6,000 to \$30,000 each. Training and Support Services costs as well as Maintenance (SSMA) costs for these optional modules are not included on this Agreement.*

**EXHIBIT B**  
**PROJECT MANAGEMENT, IMPLEMENTATION AND**  
**TRAINING SUPPORT SERVICES**

**1. Project Management Services**

**New World** shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
  - a project review (kickoff) meeting at **Customer's** location
  - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
  - a project close-out meeting at **Customer's** location to conclude the project.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 10 months after the Effective Date.

**2. Pre-Configured Logos Licensed Standard Software:**

This **Agreement** is based on installing Licensed Standard Software with a pre-configured implementation plan to execute your project. Through a coordinated effort involving your staff, this approach will streamline and simplify implementation of the proposed applications.

Based on **New World's** experience with other customers of similar size and staffing resources such as yours, the Licensed Standard Software will be installed with portions of the Licensed Standard Software using pre-configured implementation procedures to include:

- some tables and validation sets will be pre-defined
- some files will be pre-defined
- Some optional set-up decisions will be standardized based on best practices for local government

Early in your implementation plan, your **New World** Project Manager will review the standard software components and project plan with your management team. At that time, you may elect to continue with the pre-configured implementation plan or switch to a standard implementation approach. Under the standard approach, the cost of implementation will increase. In summary, **New World** has found the pre-configured implementation plan to be beneficial for agencies of your size that have similar applications to those proposed for your organization.



## **Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES**

### **3. Implementation and Training Support Hours Recommended**

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **620** hours of **New World** implementation and training support services have been allocated for this project. Excess hours requested shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software.

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

### **4. Interface Installation Service**

**New World** shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) AMR Interface

### **5. Hardware Quality Assurance Service**

**New World** shall provide Hardware Systems Assurance of **Customer's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services (Standard) Environment:  
Hardware Systems Assurance and Software Installation:
  - Assist with High Level System Design/Layout
  - Validate Hardware Configuration and System Specifications
  - Validate Network Requirements, including Windows Domain
  - Physical Installation of **New World** Application Servers
  - Install Operating System and Apply Updates
  - Install SQL Server and Apply Updates
  - Install New World Applications Software and Apply Updates
  - Establish Base SQL Database Structure
  - Install Anti-Virus Software and Configure Exclusions
  - Install Automated Backup Software and Configure Backup Routines
  - Configure System for Electronic Customer Support (i.e. NetMeeting)
  - Tune System Performance Including Operating System and SQL Resources
  - Test High Availability/Disaster Recovery Scenarios (if applicable)
  - Provide Basic System Administrator Training and Knowledge Transfer
  - Document Installation Process and System Configuration



**Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES**

**6. Additional Services Available**

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

**Customer** may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Hourly Rate).

**EXHIBIT C**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)**

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

**1. SSMA Period**

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the delivery of Licensed Standard Software ("Start Date") and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

**2. Services Included**

**New World** shall provide the following services during the SSMA term.

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Hourly Rate.

**3. Maintenance for Modified Licensed Standard Software and Custom Software**

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Hourly Rate.**

**4. Billing**

Maintenance costs will be billed annually.

**5. Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

## Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

### 6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Hourly Rate.

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

### 7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)

**New World** agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

#### Annual Maintenance Cost

|        |           |
|--------|-----------|
| Year 1 | No charge |
| Year 2 | \$36,800  |
| Year 3 | 39,100    |
| Year 4 | 41,400    |
| Year 5 | 43,700    |

**EXHIBIT D**  
**NEW WORLD SYSTEMS CORPORATION**  
**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **Village of Brookfield**  
*Customer Name*

Located At: **8820 Brookfield Avenue**  
**Brookfield, IL 60513**

Authorized Signature of Customer:

|                                      |                |                    |
|--------------------------------------|----------------|--------------------|
| _____<br>Name (Please Print or Type) | _____<br>Title | _____<br>Signature |
|--------------------------------------|----------------|--------------------|

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:
  - a) Program Libraries, whether source code or object code;
  - b) Operating Control Language;
  - c) Test or Sample Files;
  - d) Program Listings;
  - e) Record Layouts;
  - f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
  - g) All **New World** Product Bulletins and/or other **New World** Product related materials.
2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's Standard Software License and Services Agreement** with **New World**.
3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the *Standard Software License and Service Agreement* between **Customer** and **New World**.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: \_\_\_\_\_

Individual: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Accepted and Approved by New World Systems Corp.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**  
**DEMONSTRATION SITE DISCOUNT**

**New World** has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

EXHIBIT F

INTENTIONALLY LEFT BLANK

**EXHIBIT G**

**INTENTIONALLY LEFT BLANK**



**EXHIBIT H**  
**DEVELOPMENT SOFTWARE**

The following Development Software modules, when developed, will be delivered to **Customer** as Licensed Standard Software:

| DEVELOPMENT SOFTWARE |             |            |
|----------------------|-------------|------------|
| ITEM                 | DESCRIPTION | INVESTMENT |

**COMMUNITY DEVELOPMENT SUITE**

1. **Logos.NET Community Development Software**
  - Vehicle Licensing
  - Special Assessments

**eSUITE**

2. **eFinance**
  - eMiscellaneous Billing
3. **eCommunity**
  - eParcels

|  |                 |
|--|-----------------|
| NEW WORLD STANDARD SOFTWARE LICENSE FEE          | \$32,000        |
| LESS DEMONSTRATION SITE DISCOUNT                 | (6,400)         |
| <b>TOTAL SOFTWARE LICENSE FEE <sup>6,7</sup></b> | <b>\$25,600</b> |

Implementation, training, support services, and SSMA costs are not included in this **Agreement**. SSMA costs will be added to **Customer's** current SSMA fees as described in Exhibit C to this **Agreement**. Implementation, training, and support services associated with the Development Software will be provided at the Hourly Rate.

Payment terms for the Development Software are described in Exhibit AA.



## COMMITTEE ITEM MEMO

---

**ITEM:** SEASPAR LEVY: FY2012-2013  
**COMMITTEE DATE:** November 14, 2011  
**PREPARED BY:** Riccardo F. Ginex, Village Manager *R.F. Ginex*  
**PURPOSE:** Inclusion of the levy in our FY 2012 Budget  
**BUDGET AMOUNT:** \$75,223/Acct. 01-40-5560

---

### BACKGROUND:

At the SEASPAR Board meeting on October 18<sup>th</sup>, the member communities agreed on the levy contribution of each SEASPAR member organization. The board agreed to keep the levy at the same rate as last year which was .0155% of each member's Equalized Assessed Value. Brookfield's EAV for 2010 tax purposes is up 2.60% to \$485,312,370 from \$473,006,330 for 2009. This translates into a \$75,223 contribution for FY 2012. In 2011, our contribution was \$70,289.

The board does not need to take any action as this figure will be included in our overall budget for FY 2012. The Board will have to act on the SEASPAR Budget in April 2012.

---

### ATTACHMENTS:

1. SEASPAR Member Levy Breakdown

---

### STAFF RECOMMENDATION:

Staff is recommending inclusion of the \$75,223 in the 2012 budget.

---

### REQUESTED COURSE OF ACTION:

None required.



## Comparison of Member EAV FY2008-2009 through FY2012 -2013

|                   | FY2008-09<br>2006 EAV | Increase over<br>FY2007-08 | FY2009-2010<br>2007 EAV | Increase over<br>FY2008-09 | FY2010-2011<br>2008 EAV | Increase<br>over<br>FY2009-10 | FY2011-2012<br>2009 EAV | Change<br>from<br>FY10-11 | FY12-13<br>2010 EAV | Change from<br>FY11-12 |
|-------------------|-----------------------|----------------------------|-------------------------|----------------------------|-------------------------|-------------------------------|-------------------------|---------------------------|---------------------|------------------------|
| DuPage            | A                     | B                          | C                       | D                          | E                       | F                             | G                       | H                         | I                   | J                      |
| Clarendon Hills   | 478,193,686           | 11.18%                     | 527,464,860             | 10.30%                     | 564,684,209             | 7.06%                         | 567,445,104             | 0.49%                     | 536,563,767         | -5.44%                 |
| Darien            | 896,101,684           | 8.77%                      | 955,493,341             | 6.63%                      | 1,011,934,660           | 5.91%                         | 1,006,720,100           | -0.05%                    | 947,151,946         | -5.92%                 |
| Downers Grove     | 2,171,701,123         | 8.79%                      | 2,361,449,876           | 8.74%                      | 2,492,668,655           | 5.56%                         | 2,492,967,497           | 0.01%                     | 2,348,156,863       | -5.81%                 |
| Lisle             | 1,243,053,874         | 8.52%                      | 1,312,830,511           | 5.61%                      | 1,377,671,035           | 4.94%                         | 1,366,894,933           | -1.51%                    | 1,272,955,260       | -6.19%                 |
| Westmont          | 849,134,492           | 10.86%                     | 920,732,617             | 8.43%                      | 985,793,104             | 7.07%                         | 980,466,950             | -0.54%                    | 918,135,965         | -6.36%                 |
| Woodridge         | 1,105,808,505         | 8.18%                      | 1,216,740,357           | 10.03%                     | 1,293,910,002           | 6.34%                         | 1,297,811,087           | 0.30%                     | 1,225,705,258       | -5.56%                 |
| DuPage Cumulative | 6,743,993,364         | 9.06%                      | 7,294,711,562           | 8.17%                      | 7,726,661,665           | 5.92%                         | 7,702,335,671           | -0.31%                    | 7,248,669,059       | -5.89%                 |
| Cook              |                       |                            |                         |                            |                         |                               |                         |                           |                     |                        |
| Brookfield        | 378,555,877           | 1.18%                      | 403,234,238             | 6.52%                      | 445,106,680             | 10.38%                        | 473,006,330             | 6.27%                     | 485,312,370         | 2.60%                  |
| Indian Head Park  | 145,814,535           | 1.80%                      | 154,765,478             | 6.14%                      | 174,728,538             | 12.90%                        | 184,758,423             | 5.74%                     | 182,912,155         | -1.00%                 |
| LaGrange          | 579,828,166           | -0.31%                     | 612,625,585             | 5.66%                      | 714,356,904             | 16.61%                        | 799,273,966             | 11.89%                    | 795,274,788         | -0.50%                 |
| LaGrange Park     | 352,977,182           | -0.68%                     | 373,793,121             | 5.90%                      | 400,221,314             | 7.07%                         | 428,552,160             | 7.08%                     | 434,868,975         | 1.47%                  |
| Western Springs   | 584,476,051           | 4.87%                      | 624,503,226             | 6.85%                      | 732,054,437             | 17.22%                        | 776,554,231             | 6.08%                     | 781,304,276         | 0.61%                  |
| Cook Cumulative   | 2,041,651,811         | 1.49%                      | 2,168,921,648           | 6.23%                      | 2,466,467,873           | 13.72%                        | 2,662,145,100           | 7.93%                     | 2,679,672,564       | 0.66%                  |
| Total             | 8,785,645,175         | 7.20%                      | 9,463,633,210           | 7.72%                      | 10,193,129,538          | 7.71%                         | 10,364,480,771          | 1.68%                     | 9,928,341,623       | -4.21%                 |

## Comparison of Member Contribution FY2008-2009 Through FY2012-2013

|                   | FY08-09<br>contribution<br>.016% | Increase over<br>FY2007-08 | FY09-10<br>contribution at<br>.016% | Increase over<br>FY2008-09 | FY10-11<br>contribution at<br>.01486% | Change<br>from<br>FY2009-10 | FY11-12<br>contribution at<br>.01486% | Change<br>from<br>FY2010-11 | FY12-13<br>contribution at<br>.0155% | Change from<br>FY11-12 |
|-------------------|----------------------------------|----------------------------|-------------------------------------|----------------------------|---------------------------------------|-----------------------------|---------------------------------------|-----------------------------|--------------------------------------|------------------------|
| DuPage            |                                  |                            |                                     |                            |                                       |                             |                                       |                             |                                      |                        |
| Clarendon Hills   | 76,511                           | 11.18%                     | 84,394                              | 10.30%                     | 83,912                                | -0.57%                      | 84,322                                | 0.49%                       | 83,167                               | -1.37%                 |
| Darien            | 143,376                          | 8.77%                      | 152,879                             | 6.63%                      | 150,373                               | -1.64%                      | 149,599                               | -0.52%                      | 146,809                              | -1.87%                 |
| Downers Grove     | 347,472                          | 8.79%                      | 377,832                             | 8.74%                      | 370,411                               | -1.96%                      | 370,455                               | 0.01%                       | 363,964                              | -1.75%                 |
| Lisle             | 198,889                          | 7.85%                      | 210,053                             | 5.61%                      | 204,722                               | -2.54%                      | 201,635                               | -1.51%                      | 197,308                              | -2.15%                 |
| Westmont          | 135,862                          | 10.86%                     | 147,317                             | 8.43%                      | 146,489                               | -0.56%                      | 145,702                               | -0.54%                      | 142,311                              | -2.33%                 |
| Woodridge         | 176,929                          | 8.18%                      | 194,678                             | 10.03%                     | 192,275                               | -1.23%                      | 192,855                               | 0.30%                       | 189,984                              | -1.49%                 |
| DuPage Cumulative | 1,079,039                        | 9.16%                      | 1,167,154                           | 8.17%                      | 1,148,182                             | -1.63%                      | 1,144,567                             | -0.31%                      | 1,123,544                            | -1.84%                 |
| Cook              |                                  |                            |                                     |                            |                                       |                             |                                       |                             |                                      |                        |
| Brookfield        | 60,569                           | 1.18%                      | 64,517                              | 6.52%                      | 66,143                                | 2.52%                       | 70,289                                | 6.27%                       | 75,223                               | 7.02%                  |
| Indian Head Park  | 23,330                           | 1.79%                      | 24,762                              | 6.14%                      | 25,965                                | 4.85%                       | 27,455                                | 5.74%                       | 28,351                               | 3.26%                  |
| LaGrange          | 92,773                           | -0.31%                     | 98,020                              | 5.66%                      | 106,153                               | 8.30%                       | 118,772                               | 11.89%                      | 123,268                              | 3.78%                  |
| LaGrange Park     | 56,476                           | -0.68%                     | 59,807                              | 5.90%                      | 59,473                                | -0.56%                      | 63,683                                | 7.08%                       | 67,405                               | 5.84%                  |
| Western Springs   | 93,516                           | 4.87%                      | 99,921                              | 6.85%                      | 108,783                               | 8.87%                       | 115,396                               | 6.08%                       | 121,102                              | 4.94%                  |
| Cook Cumulative   | 326,664                          | 1.49%                      | 347,027                             | 6.23%                      | 366,517                               | 5.62%                       | 395,595                               | 7.93%                       | 415,349                              | 4.99%                  |
| Total             | 1,405,703                        | 7.20%                      | 1,514,181                           | 7.72%                      | 1,514,699                             | 0.03%                       | 1,540,162                             | 1.68%                       | 1,538,893                            | -0.08%                 |





## COMMITTEE ITEM MEMO

---

ITEM: EMERGENCY OPERATIONS PLAN ORDINANCES  
COMMITTEE DATE: November 14, 2011  
PREPARED BY: Riccardo F. Ginex, Village Manager *R. F. Ginex*  
PURPOSE: Passage of two specific ordinances in relation to our Emergency Operations Plan  
BUDGET AMOUNT: N/A

### BACKGROUND:

---

I have asked staff to review and update our Emergency Operations Plan to match new local, county, state and federal operational procedures. Along with the adoption of the plan, the Village will have to pass a number of ordinances.

The first ordinance, deals with authority for the line of succession of the Village government. Presently, in our Village Code, **Chapter 2 Sec. 02-25, President pro-tem**, it states;

*"If the Village President is temporarily absent because of an incapacity to perform official duties, but the incapacity does not create a vacancy in the office, the corporate authorities of the Village, at a properly convened regular meeting or a special meeting called for the purpose of appointing a president pro-tem, shall elect one of their members to act as the president pro-tem. The president pro-tem, during this absence or disability, shall perform the duties and possess all the rights and powers of the president, but shall not be entitled to vote both as president pro-tem and as trustee. For the purpose of this section, absence shall not mean a voluntary lack of attendance at a meeting of the corporate authorities, such as, but not limited to, an absence occasioned by vacation, business travels or personal business or attendance at another meeting to represent the Village."*

**Additionally, under Sec. 02-26, Temporary Chairperson**, it states;

*"In the voluntary absence of the president, the chairperson of the administrative committee, as appointed by the President, shall serve as temporary chairperson at any regular committee, special or adjourned, meeting of the corporate authorities of the Village. The temporary chairman shall have only the powers of a presiding officer and a right to vote only in the capacity of a trustee on any ordinance, resolution, or motion."*

Currently, in our manual under **CONTINUITY OF GOVERNMENT**, we note that it states;

*"Effective emergency management operations depend on two important factors to ensure continuity of government. These factors include (1) lines of succession for officials, department heads, and supporting staff; and (2) preservation of records vital to the community."* The line of succession is listed as follows:

Village President

1<sup>st</sup> Alternate President Pro-Tem

2<sup>nd</sup> Alternate Administrative Committee Chair

3<sup>rd</sup> Alternate Village Manager

4<sup>th</sup> Alternate Assistant Village Manager

5<sup>th</sup> Alternate Police Chief

6<sup>th</sup> Alternate Fire Chief

Furthermore, based on the authority of the provisions of 65 ILCS 5/11-1-6 "Emergency Powers of Mayor" states;

*"The corporate authorities of each municipality may by ordinance grant to the mayor the extraordinary power and authority to exercise, by executive order, during a state of emergency, such of the powers of the corporate authorities as may be reasonably necessary to respond to the emergency. Such ordinance shall establish standards for the determination by the mayor of when a state of emergency exists, and shall provide that the mayor shall not exercise such extraordinary power and authority except after his signing, under oath, a statement finding that such standards have been met, setting forth facts to substantiate such findings, describing the nature of the emergency, and declaring that a state of emergency exists. Such statement shall be filed with the clerk of the municipality as soon as practicable. A state of emergency, declared as provided in this section, shall expire not later than the adjournment of the first regular meeting of the corporate authorities after the state of emergency is declared."*

The Village should pass an ordinance authorizing the Village President extraordinary powers and the authority to exercise those powers as may be reasonably necessary to respond to the emergency.

Once revision from Cook County are received, I will bring the manual forward for Board adoption by ordinance. At that time, plans will be distributed for each Board member and Department Head.

**ATTACHMENTS:**

---

1. None

**STAFF RECOMMENDATION:**

---

Staff is recommending pass of two specific ordinances. One establishing the list of Interim Successors in case the Village President is unavailable and the second Authorizing the Emergency Powers of the village President.

**REQUESTED COURSE OF ACTION:**

---

Both ordinances are passed at the November 28<sup>th</sup> Board meeting.



## COMMITTEE ITEM MEMO

---

ITEM: MUNICIPAL AGGREGATION – ELECTRIC SUPPLY  
COMMITTEE DATE: November 14, 2011  
PREPARED BY: Riccardo F. Ginex, Village Manager *R.F. Ginex*  
PURPOSE: To place the Municipal Aggregation Referendum on the March 20, 2012 ballot.  
  
BUDGET AMOUNT: N/A

---

### BACKGROUND:

Recently, staff met with David Hoover, a broker with the Northern Illinois Municipal Electrical Collaborative (NIMEC), to discuss the process of seeking lower electrical rates for our residents. Mr. Hoover recently helped the Village secure lower rates on our street lighting costs.

As you may have heard, municipalities have recently been authorized by the State of Illinois to seek lower power rates for its residents and small businesses. The process is similar to a municipality seeking bids for garbage collection contracts for all residents. The municipality entertains bids, selects a winning supplier, and the contracted rate is applied to all residents.

Suppliers are willing to offer lower pricing to aggregated groups of residents. Currently, 15 Illinois communities have locked in 20% - 25% lower power rates for their residents. Savings average \$175.00 per household annually. In order to proceed, the residents must approve a referendum.

Key Points of the process:

- Residents can "Opt Out" of the program if they do not care to participate.
- Commonwealth Edison is "indifferent" to the aggregation.
- ComEd would continue to bill our residents if we move to another power supplier.
- Aggregation offers the lowest rates for residents.

The State of Illinois deregulated the electric market in 1997. We opened our borders for generators to compete with Exelon. Many of these suppliers are able to offer power at rates lower than the prevailing ComEd rates. As such, up to 80% of the commercial marketplace is now purchasing its power from sources other than ComEd.

ComEd continues to deliver the power, regardless of the supplier. Everyone uses ComEd to distribute their power. ComEd can only earn revenue on the Distribution of the power. They make no money on the actual power. Therefore, they are "indifferent" as to which power supplier actually provides the power.

The State of Illinois established the Illinois Power Agency (IPA) to negotiate with the power suppliers for the power that is billed through ComEd. The IPA then sets the rate that ComEd charges each year, from June 1 to May 31. This rate is then charged on all ComEd bills, and ComEd simply collects the power charges and passes the funds through to the actual power suppliers that contracted with the IPA.

Recent legislation by the State of Illinois enables municipalities to act as a purchasing agent for its residents. If the referendum is approved by the residents, the municipality can entertain bids for the residential and small businesses' power costs. The municipality then selects the winning supplier for its municipality.

The referendum does not mandate a change. Staying with ComEd is an option to the municipality. If the supplier's bids are not sufficiently attractive, the municipality can elect to remain with ComEd.

Should a bid be accepted, the supplier will contact each resident to inform them of the new aggregation price. If the resident takes no action, they will be included in the aggregation. Should the resident desire to not participate, they can "OPT OUT" of the program. The resident will be contacted initially by the supplier, and then again by ComEd. If they choose to "Opt Out", they will need to respond to one of the two letters providing "Opt Out" information.

Many suppliers are currently contacting residents through direct mail and advertisements, soliciting their *individual* accounts. Suppliers, however, are willing to offer lower rates through aggregations than their individual offerings.

We are pleased to have begun working with NIMEC. They have been working with the Brookfield/North Riverside Water Commission for many years, purchasing the water pumping. Collectively they have worked with 100 other municipalities obtaining competitive market rates. NIMEC (and its partner) are the leading consultants in the municipal aggregation field, having worked with the first 15 communities that have completed the municipal aggregation process. NIMEC is paid as a broker by the suppliers. NIMEC and its partner have worked with all 15 municipalities in Illinois that have completed the RFP process for municipal aggregation.

Here are some of the municipalities and rates they have obtained through the RFP process;

| <b><i>Municipality</i></b> | <b><i>Supplier</i></b> | <b><i>Cents / kWh</i></b> | <b><i>Term</i></b> | <b><i>Advisor</i></b> |
|----------------------------|------------------------|---------------------------|--------------------|-----------------------|
| Crest Hill                 | Direct Energy          | 5.89                      | 2 years            | NIMEC                 |
| Elburn                     | Direct Energy          | 5.99                      | 1 year             | NIMEC                 |
| Erie                       | Nordic Energy          | n/a                       | 3 years            | RR                    |
| Fox River Grove            | Direct Energy          | 5.99                      | 2 years            | NIMEC                 |
| Fulton                     | FirstEnergy Solutions  | 6.23                      | 3 years            | RR                    |
| Glenwood                   | Direct Energy          | 5.99                      | 2 years            | NIMEC                 |
| Grayslake                  | <i>In Process</i>      | 5.52                      | 2 years            | NONE                  |
| Harvard                    | Direct Energy          | 5.99                      | 2 years            | NIMEC                 |
| Lincolnwood                | <i>In Process</i>      | 5.52                      | 2 years            | NONE                  |
| Milledgeville              | FirstEnergy Solutions  | 5.90                      | 3 years            | RR                    |
| Morris                     | FirstEnergy Solutions  | 5.43                      | 2 years            | NIMEC                 |



|              |                       |      |           |           |
|--------------|-----------------------|------|-----------|-----------|
| Mount Morris | FirstEnergy Solutions | 5.88 | 32 months | RR*       |
| New Lenox    | Direct Energy         | 5.89 | 2 years   | NIMEC     |
| North Aurora | Integrus              | 5.75 | 2 years   | NIMEC     |
| Oak Brook    | Integrus              | 5.52 | 2 years   | NONE      |
| Oak Park     | Integrus              | 5.79 | 2 years   | ENERGY Ch |
| Polo         | FirstEnergy Solutions | 5.83 | 32 Months | RR*       |
| Sugar Grove  | Direct Energy         | 5.99 | 2 years   | NIMEC     |
| Wood Dale    | FirstEnergy Solutions | 5.92 | 2 ½ years | NIMEC     |

\*RR: Rock River is a NIMEC Partner

\*\*100% Green

**Presently, ComEd's current rate is 7.76¢ per kWh.**

If the Board agrees to have the referendum question placed in the March Primary Ballot, it must be filed with the Cook County Clerk's Officer on or before January 3, 2012. The wording would read as follows:

*"Shall the Village of Brookfield have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?"*

I would recommend passage of the ordinance at the November 28<sup>th</sup> meeting so we have ample of time to communicate this to our residents through various media outlets and resources.

---

**ATTACHMENTS:**

1. Draft Referendum Ordinance
2. Various Informational Handouts

---

**STAFF RECOMMENDATION:**

That the Board places a referendum question on the March 20, 2012 primary election ballot.

---

**REQUESTED COURSE OF ACTION:**

The ordinance is approved at the November 28<sup>th</sup> Board Meeting.

**ORDINANCE NO. 2011 -**

**AN ORDINANCE PROVIDING FOR THE SUBMISSION TO  
THE ELECTORS OF THE VILLAGE OF BROOKFIELD, COOK  
COUNTY, THE QUESTION WHETHER THE VILLAGE SHOULD HAVE  
THE AUTHORITY PURSUANT TO THE ILLINOIS POWER AGENCY ACT TO ARRANGE  
FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL  
AND SMALL COMMERCIAL RETAIL CUSTOMERS  
WHO HAVE NOT OPTED OUT OF SUCH PROGRAM**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 14<sup>TH</sup> DAY OF NOVEMBER 2011**

Published in pamphlet form by  
authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 14<sup>th</sup> day of November 2011.

**ORDINANCE NO. 2011 -**

**AN ORDINANCE PROVIDING FOR THE SUBMISSION TO  
THE ELECTORS OF THE VILLAGE OF BROOKFIELD, COOK  
COUNTY, THE QUESTION WHETHER THE VILLAGE SHOULD HAVE  
THE AUTHORITY PURSUANT TO THE ILLINOIS POWER AGENCY ACT TO ARRANGE  
FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL  
AND SMALL COMMERCIAL RETAIL CUSTOMERS  
WHO HAVE NOT OPTED OUT OF SUCH PROGRAM**

**WHEREAS**, the Illinois Power Agency Act, [20 ILCS 3855/1-1 *et seq.*] was amended to include Section 1-92 entitled "Aggregation of Electrical Load by Municipalities and Counties," (the "Act"); and

**WHEREAS**, pursuant to the Act if an Illinois municipality seeks to operate the aggregation program under the Act as an opt-out program for residential and small commercial retail customers, then prior to an adoption of an ordinance to establish a program, the municipality must first submit a referendum to its residents to determine whether or not the aggregation program shall operate as an opt-out program for residential and small commercial retail customers. If the majority of the electors voting on the question vote in the affirmative, then the corporate authorities of the municipality may implement an opt-out aggregation program for residential and small commercial retail customers; and

**WHEREAS**, the Corporate Authorities of the Village of Brookfield (the "Village") hereby find that it is in the best interest of the Village to operate the aggregation program under the Act as an opt-out program and to submit the question to the electors in a referendum pursuant to the Act;

**NOW, THEREFORE, BE IT ORDAINED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

**Section 1:** The Corporate Authorities of the Village of Brookfield find that the recitals set forth above are true and correct and includes the recitals in this Ordinance.

**Section 2:** The Corporate Authorities of the Village of Brookfield find and determine that it is in the best interests of the Village of Brookfield to operate the aggregation program under the Act as an opt-out program.

**Section 3:** In the event such question is approved by a majority of the electors voting on the question at the regular election on March 20, 2012, the Corporate Authorities of the Village of Brookfield may implement an opt-out aggregation program and if the Corporate Authorities of the Village of Brookfield adopt the program the Village of Brookfield shall comply with all the terms and provisions of the Act.

**Section 4:** The Village Clerk is directed to immediately certify and submit the following question to the Cook County Clerk to be placed on the ballot for the general election to be held on March 20, 2012, in the following form:



|   |     |
|---|-----|
| Shall the Village of Brookfield have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program? | YES |
|   | NO  |

**Section 5:** In the event the State of Illinois amends the Act to revise the form of the question to be placed on the ballot, the Village President is authorized to direct the County Clerk to change the form of the question to conform with the amended Act, if required.

**Section 6:** The Corporate Authorities of the Village of Brookfield have elected to work in collaboration with the Northern Illinois Municipal Electric Collaborative ("NIMEC") who will use its professional expertise, at no cost to the Village, to develop a Plan of Operation and Governance, conduct the RFP process and coordinate with Illinois Commerce Commission, Illinois Power Authority, Attorney General's Office and Commonwealth Edison.

**Section 7:** This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

**ADOPTED** this 14<sup>th</sup> day of November 2011, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 14<sup>th</sup> day of November 2011.

\_\_\_\_\_  
Michael J. Garvey, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this 14<sup>th</sup> day of November 2011.

\_\_\_\_\_  
Brigid Weber, Clerk of the Village  
of Brookfield, Cook County, Illinois

# MUNICIPAL AGGREGATION

Municipal aggregation is the easiest, and safest method for a municipality to reduce your residents' Commonwealth Edison bills. And it has been proven that it achieves the greatest savings for the residents. Municipal aggregation allows local governments to bundle – or aggregate – residential and small commercial retail electric accounts and seek bids for a lower cost source of power, similar to how municipalities negotiate contracts for waste disposal or cable television.

Illinois Public Act 096-0176 gives municipalities the authority to bring your residents and small businesses together to buy electricity as a group and negotiate price of the electric supply on the group's behalf.

All eligible residents and small businesses are automatically enrolled. Those who don't want to participate can "opt-out" of the program. This aggregation program can only be implemented when the voters approve a referendum in a primary or general election. The next available election will be held in March of 2012.

After a ballot issue is approved, NIMEC would solicit bids for the municipality's aggregated load. These bid rates would be compared to ComEd's rates and the municipality would only move forward if the new supplier's rate is favorable. If no savings could be realized, the municipality could make no change and continuing to purchase power through ComEd.

Whether the municipality moves the residents' load or not, residents would continue to call ComEd in the event of a service disruption. And ComEd would continue to send the residents their monthly bills.

Municipalities must pass an ordinance by the end of this year to place the referendum on the upcoming March 2012 ballot. After the ballot, two public hearings would be held before going to bid in early June. Residents could expect to see their bills lowered by the end of summer.

**NIMEC**

NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE

BANDING TOGETHER TO DRIVE DOWN PRICING



# MUNICIPAL AGGREGATION FAQ

**Q: What are the benefits of aggregation?**

**A:** The most important benefit is the opportunity for Village residents and small business operators to save money.

**Q: Are all residents obligated to participate?**

**A:** No. Any account holder may opt out of the program after the bidder is chosen, and pay the rate ComEd charges to accounts not participating in the aggregation program.

**Q: What does *opt out* mean?**

**A:** All residential and small commercial electricity users will be included in the customer base unless they affirmatively choose not to participate. The opportunity to opt out will be available to customers after the bids are received and the electric rate and identity of the supplier are made known to customers.

**Q: What is Com Ed's role in this program?**

**A:** ComEd distributes electricity, but does not generate it. ComEd is only responsible for infrastructure, like power lines that bring electricity into homes and businesses, responding to outages and billing. ComEd will continue to bill customers for power generation and individual electric usage regardless of the supplier of that electricity. ComEd is indifferent to the aggregation program, as it does not impact them financially.

**Q: If my power goes out – will I need to call the company providing the power?**

**A:** No. ComEd is responsible for ensuring that electricity flows through its network to all homes and businesses in the Village. Aggregation would not change how ComEd responds to outages.

**Q: If I participate, will I get two bills – one from ComEd for delivering the power and another from a company that provides it?**

**A:** No. ComEd will remain responsible for billing for all power, regardless of the supplier. The only change would be the name of the power provider on the bill's power generation item line.

**Q: Will our franchise accounts at ComEd be affected?**

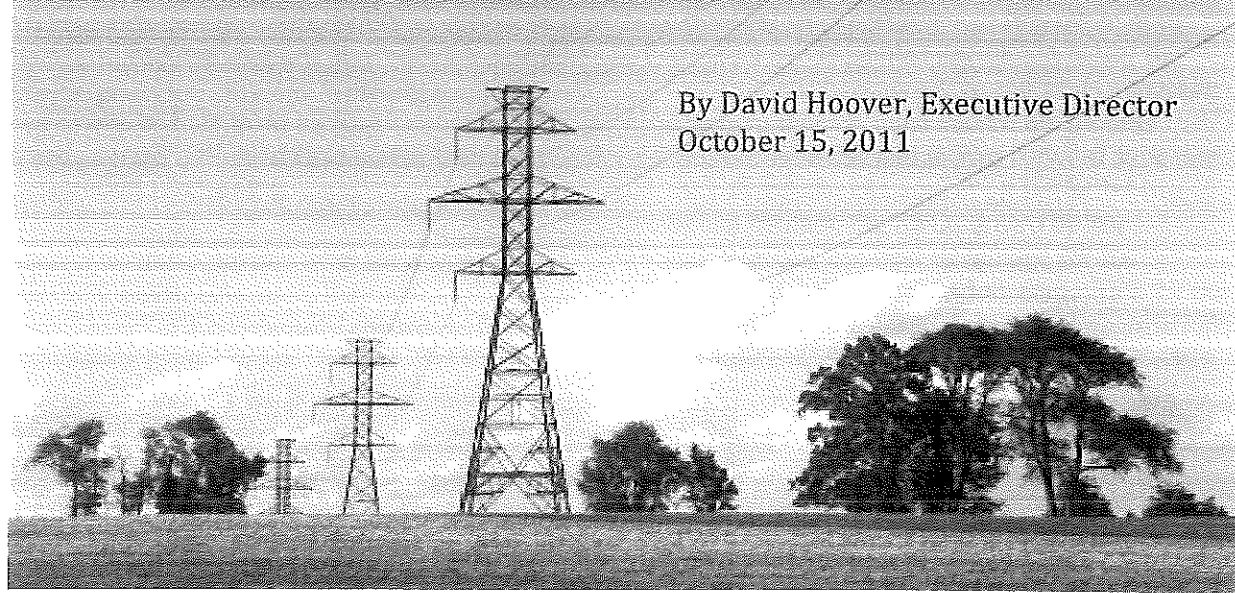
**A:** There will be no change to your franchise accounts; they will continue to be free service.

**Q: Will our village's municipal utility tax be affected?**

**A:** No. The utility tax is charged against usage, not dollar charges.

# HOW "MUNICIPAL AGGREGATION" OF ELECTRIC POWER IS SAVING HUNDREDS OF DOLLARS IN HOUSEHOLDS ACROSS ILLINOIS

By David Hoover, Executive Director  
October 15, 2011



Historically, families and small businesses in northern Illinois have had little choice in the provider of their electric power. Commonwealth Edison has effectively been the only choice until recently. But that is changing now.

Legislators had deregulated the electric market, but the residential marketplace had largely gone ignored. So in 2010 the State of Illinois created further advantage for individual electric customers: A bill was signed into law enabling municipalities to take steps to negotiate electric contracts (in bulk) on behalf of their entire communities, allowing residents to take advantage of lower rates in the marketplace.

## *MUNICIPAL AGGREGATION BENEFITS*

The result: "municipal aggregation" is a strategic means of leveraging the buying power of many. By aggregating the electric load of the entire community and then soliciting and negotiating competitive bids from suppliers, a municipality can secure even more aggressive rates for the benefit of individual residents.

Fifteen NIMEC-member communities in northern Illinois have already completed the entire process, creating as much as several hundred dollars in annual savings for individual households. Power rates have been contracted 20 to 25 percent lower than current ComEd rates.

Essentially, individual residents can now enjoy competitively bid rates; just as large businesses and manufacturing facilities negotiate contracts for lower rates on their electric power.

Electric power providers bid aggressively for these municipal contracts. Suppliers will bid more aggressively on larger numbers of residents. Rates already contracted through municipal aggregation have seen double the savings than the rates individuals have been able to get in the deregulated market.

## *VOTER REFERENDUM*

Before an entity begins the process of municipal aggregation of electric providers, a voter referendum must be passed to authorize a

# NIMEC

North Illinois Municipal Electric Council  
1000 North LaSalle Street, Suite 200  
Chicago, IL 60610-4400  
Tel: 312.467.1100 Fax: 312.467.1101  
www.nimec.org



town or village to undertake such contacts. Nineteen villages have done exactly that in the April 2011 elections (15 of which are NIMEC-affiliated). All 15 have since locked in lower electric rates for two- to three-year terms at a savings to residents approaching 25 percent.

All residents have the opportunity to opt out of the negotiated contract and stay with the current electric provider, although typically a minute percentage choose to do so. The electricity will continue to be delivered (and power lines maintained) by ComEd.

ComEd earns no income from the sale of the electrical power. As such, they are “indifferent” if a community chooses to buy their power from another supplier. But ComEd continues to deliver the power, maintaining the network of stations and wiring that brings electric power on home. In fact, the spokeswoman for ComEd’s parent Exelon Judith Rader says, “Competitively bid municipal aggregation service, if properly structured, can be a way for residential customers to join together to take advantages of competitive electricity markets and save money.”

And that is the goal of municipal aggregation: To save residents real dollars that can be spent elsewhere within the community.

#### *THE PROCESS*

The municipal aggregation process was approved by the Illinois legislature because of the great advantages it offers its constituency. The risks are few. Only energy suppliers certified by the Illinois Commerce Commission may bid. Should a village not receive bids that achieves its stated goals and RFQ specs, it may simply choose not to contract with a new provider, and remain with ComEd.

Residents have the choice to Opt Out if they do

not wish to participate in the aggregation. All residents will still call ComEd for all service outages, and will continue to receive bills from ComEd—the only difference is the name listed on the power generation line item on the billing statement.

Choosing an experienced, independent and locally knowledgeable consultant is key for ensuring effective, positive and timely success. The municipality must ensure the process follows State law and moves forward such that the referendum can appear on the ballot in a timely manner, the RFQs drawn up per requirements and best advantage for the community, the city’s review committee for the process is fully informed, and final negotiations are engaged by highly-skilled and independent professionals with deep expertise in the utility sector, specific to municipal governance.

#### *DEADLINE: DECEMBER 31, 2011*

The next general election in which a referendum on this issue may be presented is March 2012. Should communities begin to create referenda now, and should they enjoy a timely RFQ submission and negotiation process, residents could begin saving real dollars on their electric bills right away, as early as summer of 2012.

Following the successful municipal aggregation and contracted electric rates by the 15 NIMEC-affiliated municipalities, estimates are that between 75 and 100 communities may take action to place the issue on their March 2012 ballot for voter approval.

The fact is, villages must act quickly: the deadline for passing an ordinance to place the municipal electric aggregation on the ballot is December 31, 2011. The next opportunity would be a year away, at the general election in November 2012.

**ORDINANCE NO. 2011 - 71**

**AN ORDINANCE PROVIDING FOR THE SUBMISSION TO  
THE ELECTORS OF THE VILLAGE OF BROOKFIELD, COOK  
COUNTY, THE QUESTION WHETHER THE VILLAGE SHOULD HAVE  
THE AUTHORITY PURSUANT TO THE ILLINOIS POWER AGENCY ACT TO ARRANGE  
FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL  
AND SMALL COMMERCIAL RETAIL CUSTOMERS  
WHO HAVE NOT OPTED OUT OF SUCH PROGRAM**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 28<sup>TH</sup> DAY OF NOVEMBER 2011**

Published in pamphlet form by  
authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 28<sup>th</sup> day of November 2011.

**ORDINANCE NO. 2011 - 71**

**AN ORDINANCE PROVIDING FOR THE SUBMISSION TO  
THE ELECTORS OF THE VILLAGE OF BROOKFIELD, COOK  
COUNTY, THE QUESTION WHETHER THE VILLAGE SHOULD HAVE  
THE AUTHORITY PURSUANT TO THE ILLINOIS POWER AGENCY ACT TO ARRANGE  
FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL  
AND SMALL COMMERCIAL RETAIL CUSTOMERS  
WHO HAVE NOT OPTED OUT OF SUCH PROGRAM**

**WHEREAS**, the Illinois Power Agency Act, [20 ILCS 3855/1-1 *et seq.*] was amended to include Section 1-92 entitled "Aggregation of Electrical Load by Municipalities and Counties," (the "Act"); and

**WHEREAS**, pursuant to the Act if an Illinois municipality seeks to operate the aggregation program under the Act as an opt-out program for residential and small commercial retail customers, then prior to an adoption of an ordinance to establish a program, the municipality must first submit a referendum to its residents to determine whether or not the aggregation program shall operate as an opt-out program for residential and small commercial retail customers. If the majority of the electors voting on the question vote in the affirmative, then the corporate authorities of the municipality may implement an opt-out aggregation program for residential and small commercial retail customers; and

**WHEREAS**, the Corporate Authorities of the Village of Brookfield (the "Village") hereby find that it is in the best interest of the Village to operate the aggregation program under the Act as an opt-out program and to submit the question to the electors in a referendum pursuant to the Act;

**NOW, THEREFORE, BE IT ORDAINED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

**Section 1:** The Corporate Authorities of the Village of Brookfield find that the recitals set forth above are true and correct and includes the recitals in this Ordinance.

**Section 2:** The Corporate Authorities of the Village of Brookfield find and determine that it is in the best interests of the Village of Brookfield to operate the aggregation program under the Act as an opt-out program.

**Section 3:** In the event such question is approved by a majority of the electors voting on the question at the regular election on March 20, 2012, the Corporate Authorities of the Village of Brookfield may implement an opt-out aggregation program and if the Corporate Authorities of the Village of Brookfield adopt the program the Village of Brookfield shall comply with all the terms and provisions of the Act.

**Section 4:** The Village Clerk is directed to immediately certify and submit the following question to the Cook County Clerk to be placed on the ballot for the general election to be held on March 20, 2012, in the following form:

|   |     |
|---|-----|
| Shall the Village of Brookfield have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program? | YES |
|   | NO  |

**Section 5:** In the event the State of Illinois amends the Act to revise the form of the question to be placed on the ballot, the Village President is authorized to direct the County Clerk to change the form of the question to conform with the amended Act, if required.

**Section 6:** The Corporate Authorities of the Village of Brookfield have elected to work in collaboration with the Northern Illinois Municipal Electric Collaborative ("NIMEC") who will use its professional expertise, at no cost to the Village, to develop a Plan of Operation and Governance, conduct the RFP process and coordinate with Illinois Commerce Commission, Illinois Power Authority, Attorney General's Office and Commonwealth Edison.

**Section 7:** This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

**ADOPTED** this 28<sup>th</sup> day of November 2011, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 28<sup>th</sup> day of November 2011.

\_\_\_\_\_  
Michael J. Garvey, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this 28<sup>th</sup> day of November 2011.

\_\_\_\_\_  
Brigid Weber, Clerk of the Village  
of Brookfield, Cook County, Illinois